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Attorneys for Defendants
 EMPLOYBRIDGE, LLC; EMPLOYBRIDGE HOLDING
 COMPANY; and REAL TIME STAFFING SERVICES,
 LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KELVIN LAMAR GRANT, an individual and
 class representative on behalf of himself and all
 other similarly situated non-exempt former and
 current employees,

Plaintiff,

vs.

SYNCREON TECHNOLOGY (USA) LLC, a
 Delaware Limited Liability Company;
 SYNCREON HOLDINGS LTD, a Delaware
 Limited Partnership; ARROW WORKFORCE
 SOLUTIONS INC., a California Corporation;
 AWS, INC., a California Corporation;
 CANADIAN EXECUTIVE SEARCH
 GROUP, INC., a California Corporation;
 CANADIAN EXECUTIVE SEARCH GROUP
 (USA) INC., a California Corporation;
 EMPLOYBRIDGE, LLC, a California
 Corporation; EMPLOYBRIDGE HOLDING
 COMPANY, a Delaware Corporation;
 PROLOGISTIX EXPRESS INC., a California
 Corporation; REAL TIME STAFFING
 SERVICES, LLC, a California Corporation;
 and DOES 1 through 100, inclusive,

Defendants.

) Case No. 22STCV26567

) Assigned for All Purposes To:

) Judge: Elihu Berle

) Dept: SS-6

) **JOINT STIPULATION OF SETTLEMENT
 AND RELEASE OF PAGA ACTION**

) Action Filed: August 16, 2022

JOINT STIPULATION OF SETTLEMENT AND RELEASE OF
 PAGA ACTION

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This Joint Stipulation of Settlement and Release of PAGA Action (“Agreement”) is made and entered into between Plaintiff Kelvin Lamar Grant (“Plaintiff”), individually and on behalf of the proposed PAGA Group, (defined below), and Defendants syncreon Technology (USA) LLC (“Syncreon”) and EmployBridge, LLC, EmployBridge Holding Company, and Real Time Staffing Services, LLC (“Real Time”) (syncreon and Real Time collectively, “Defendants”). This Agreement is subject to approval of the Court and is made for the sole purpose of attempting to consummate settlement of the Action (as defined below) on a PAGA basis subject to the following terms and conditions. As detailed below, in the event the Court does not enter an order granting approval of the PAGA Settlement (as defined below) and enter judgment, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Agreement are not specifically defined below, but are defined elsewhere in this Agreement, they are incorporated by reference into this definition section.

1.1 **Action**. “Action” shall mean: (a) this civil action titled *Kelvin Lamar Grant v. Syncreon Technology (USA) LLC, et al.*, Los Angeles County Superior Court Case No. 22STCV26567, filed on or about August 16, 2022, and the underlying PAGA Notice sent to the Labor and Workforce Development Agency (“LWDA”) by Plaintiff on May 26, 2022.

1.2 **Approval and Fairness Hearing**. “Approval and Fairness Hearing” shall mean the hearing held to ascertain the fairness, reasonableness, and adequacy of the PAGA Settlement. At this hearing, the Court will consider PAGA Counsel’s application for Attorneys’ Fees and Expenses, the PAGA Representative Incentive Award, the Administration Expenses, and approval of the PAGA Payment. The proposed Order Granting Approval and Entering Judgment is attached, in substantial form, as **Exhibit B**.

1.3 **Approval Date**. “Approval Date” shall mean the date upon which the Court enters an order granting approval of the PAGA Settlement and enters Judgment.

1.4 **Claims**. “Claims” shall mean the claims and theories alleged and causes of action alleged in the Action, or that could have been alleged in the Action, including the PAGA

penalties alleged in the Action.

1.5 **Court.** “Court” shall mean the Superior Court of California, County of Los Angeles (or any court to which the Action is transferred).

1.6 **Defendants.** “Defendants” shall mean syncreon Technology (USA) LLC and syncreon Holdings Ltd. (collectively, “Syncreon”), EmployBridge, LLC, EmployBridge Holding Company, and Real Time Staffing Services, LLC (“Real Time”), and Arrow Workforce Solutions, Inc., AWS, Inc., Canadian Executive Search Group, Inc., Canadian Executive Search Group (USA) Inc. (collectively, “Arrow”).

1.7 **Defense Counsel.** “Defense Counsel” shall mean David G. Hagopian, Garrett V. Jensen and Robyn E. Frick of CDF Labor Law LLP, 18300 Von Karman Avenue, Suite 800, Irvine, California 92612 for Real Time; and Eric Gitig and Sevada Hakopian of Jackson Lewis, P.C., 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017 for Syncreon.

1.8 **Effective Date.** “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the Judgment on an appeal of the Judgment, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) day after the Court enters final approval of the settlement and the Judgment approving this Agreement and Plaintiff providing notice of the settlement/Judgment to the LWDA.

1.9 **Gross Settlement Amount.** “Gross Settlement Amount” means the agreed upon settlement amount totaling Four Hundred Sixty Thousand Dollars (\$460,000.00), to be paid by Defendants in full settlement of the Released Claims asserted in this case, which includes the Attorneys’ Fees and Costs, Settlement Administration Fees, and the LWDA Payment, and

Individual Settlement Payments. In no event shall Defendants be required to pay more than the Gross Settlement Amount. Defendants are not jointly and severally liable for the Gross Settlement Amount.

1.10 **Individual Settlement Payment.** “Individual Settlement Payment(s)” shall mean the proportionate share of the Net Settlement Amount to be distributed to each PAGA Member based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. Pursuant to PAGA, twenty-five percent (25%) of the Net Settlement Amount shall be paid to PAGA Members as Individual Settlement Payments.

1.11 **LWDA Payment.** “LWDA Payment” shall mean seventy-five percent (75%) of the Net Settlement Amount that will be distributed to the LWDA pursuant to PAGA.

1.12 **Net Settlement Amount.** “Net Settlement Amount” or “NSA” shall mean the Gross Settlement Amount, minus the Court-approved amounts awarded for the Attorneys’ Fees and Costs, Settlement Administration Fees, and the LWDA Payment. The Parties intend that the NSA shall be sufficient to pay all valid claims of Settlement Group Members. Accordingly, if for any reason the total value of Individual Settlement Payments to Settlement Group Members exceeds this amount, then payment to each Settlement Group Member will be adjusted on a pro-rated basis so that the total payout to Settlement Group Members does not exceed the NSA.

1.13 **PAGA:** “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

1.14 **PAGA List:** “PAGA List” shall mean the information for each PAGA Member which Defendants shall compile from their business records and provide to the Administrator for purposes of providing notice of the Settlement to the PAGA Group. The PAGA List shall be in a readable, ready to use, MS Excel spreadsheet, which will provide for each PAGA Member, the following information: (a) full name; (b) last-known mailing address; (c) Social Security number; (d) start and end dates of employment as a PAGA Member during the PAGA Period and/or number of pay periods employed as a PAGA Member during the PAGA Period. The PAGA List will be provided to the Settlement Administrator within 21 days of Defendants receiving written

notification that the Court granted approval of the Settlement.

1.15 **PAGA Counsel:** “PAGA Counsel” refers to Solouki Savoy LLP, 316 W. 2nd Street, Suite 1200, Los Angeles, CA 90012, and Mara Law Firm, PC, 2650 Camino Del Rio North, Suite 320, San Diego, CA 92108.

1.16 **PAGA Counsel’s Attorneys’ Fees and Expenses:** “PAGA Counsel’s Attorneys’ Fees and Expenses” shall mean PAGA Counsel’s attorneys’ fees and expenses to be requested and subject to approval by the Court at the time of the Approval Hearing in an amount not to exceed One Hundred Fifty Three Thousand Three Hundred thirty-Three Dollars and Sixty Seven Cents \$153,333.33 (one-third of the Gross Settlement Amount) and costs not to exceed Thirty Thousand Dollars and Zero Cents \$30,000. Any Attorneys’ Fees awarded will be split equally between PAGA Counsel with 50% going to Solouki Savoy LLP and 50% going to Mara Law Firm, PC.

1.17 **PAGA Member(s):** “PAGA Member(s)” and “Settlement Group Members” shall mean all current and former non-exempt employees of syncreon and all current and former non-exempt employees of Real Time and Arrow who were placed on assignment at syncreon in California during the PAGA Period.

1.18 **PAGA Period.** “PAGA Period” means the period from May 26, 2021 to April 27, 2024.

1.19 **PAGA Release.** See Released Claims.

1.20 **Parties.** “Parties” shall mean Plaintiff (as defined below) and Defendants.

1.21 **Pay Periods.** “Pay Periods” means the number of pay periods a PAGA Member was employed during the PAGA Period.

1.22 **Plaintiff.** “Plaintiff” and “PAGA Representative” shall mean Plaintiff Kelvin Lamar Grant.

1.23 **Released Claims.** “Released Claims” shall mean all claims and theories for penalties pursuant to the Private Attorneys General Act of 2004 that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period, pursuant to *Huff v. Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under

California Labor Code sections 200-204, 226, 226.2, 226.3, 403, 404, 510, 512, 558, 1102.5, 1174, 1197, 1198 and 2698 *et seq.*, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, failure to pay all wages owed, including minimum and overtime wages, failure to timely pay wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due to discharged and quitting employees, failure to furnish accurate wage statements, failure to maintain required records, failure to pay all wages owing during employment, and failure to indemnify employees for necessary expenditures. No claims other than those for PAGA penalties are being released (except for Plaintiff's Release defined in section 10.2 below). The Released Claims (except for Plaintiff's Release defined in section 10.2 below) are for the PAGA Period.

1.24 **Released Parties.** "Released Parties" shall mean Defendants, and includes any of their former and present officers, directors, executives, partners, managers, owners, shareholders, members, employees, agents, attorneys, any of their former and present parents, subsidiaries, successors, assigns and affiliates and related entities, and their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives, and any individual or entity which could be liable or jointly liable for any of the claims alleged in the Action, and Defendants' counsel of record in the Action.

1.25 **Settlement.** "Settlement" shall mean the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.26 **Settlement Administrator.** "Settlement Administrator" or "Administrator" shall mean _____, the third-party settlement administrator selected by the Parties and to be approved by the Court, which the Parties have agreed will be responsible for administration of the Settlement and related matters. The Administrator's fee and expenses are estimated to not exceed \$ 6,250 .

1.27 **Settlement Group.** "Settlement Group" or "Settlement Group Members" shall mean all PAGA Members.

1.28 **Settlement Letter.** "Settlement Letter" shall mean the letter accompanying the

Individual Settlement Payments attached, in substantial form, as **Exhibit A**.

2. **FACTUAL AND PROCEDURAL BACKGROUND OF ACTION**

2.1 On August 16, 2022, Plaintiff filed the Action in Los Angeles Superior Court. Following Defendants' Motion to Compel Arbitration, the putative class claims were dismissed (without prejudice).

2.2 The Parties agreed to mediate with Steve Serratore, Esq., and Plaintiff requested, and received, informal discovery to evaluate the claims and theories alleged. With the continued assistance of the mediator, they were able to resolve the matter based on a mediator's proposal.

2.3 The Parties and their respective counsel believe this Agreement reflects a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement as a result of arms'-length negotiations, facilitated by an experienced and neutral mediator, taking into account all relevant factors, present and potential.

3. **ALLEGATIONS OF THE PAGA REPRESENTATIVE AND BENEFITS OF THE SETTLEMENT**

3.1 The investigation and extensive exchange of information and informal discovery conducted in this matter, as well as discussions between counsel have been adequate to give PAGA Counsel an understanding of the merits of the Parties' respective positions and to evaluate the potential worth of the claims of the Settlement Group. The information and data exchanged by the Parties prior to and during mediation and settlement negotiations are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

3.2 The Parties recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. PAGA Counsel has considered the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as difficulties and delays inherent in such litigation, as well as trying the claims of the Settlement Group. PAGA Counsel believes that the Settlement set forth in this Agreement confers substantial benefits upon Plaintiff and the Settlement Group Members and that an independent review of this Agreement by the Court in the

1 approval process will confirm this conclusion. Based on their own independent investigation and
2 evaluation, PAGA Counsel has determined that the Settlement set forth in the Agreement is in the
3 best interests of Plaintiff and the PAGA Members.

4 4. **NO ADMISSION OF ANY LIABILITY**

5 4.1 This Agreement represents a compromise and settlement of highly disputed
6 claims. This Agreement does not constitute, is not intended to constitute, and will not be deemed
7 to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any
8 of the allegations or claims made against Defendants in the Action. Defendants deny each and all
9 of Plaintiff's allegations in their entirety.

10 4.2 Nothing in this Agreement, nor any action taken or made in implementation
11 thereof, nor any statements, discussions, or communications, nor any materials prepared,
12 exchanged, issued, or used during the course of the negotiations leading to the Agreement, is
13 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be
14 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
15 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
16 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.
17 Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has
18 as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or
19 judgments of the Court entered into in connection therewith.

20 4.3 The Parties agree that Plaintiff's motion for approval of the Settlement and
21 Defendants' agreement thereto is for purposes of the Settlement only. If, for any reason, the
22 Settlement is not approved, this Agreement will not be admissible in this or any other proceeding
23 as evidence that (i) the Action should proceed forward on a representative basis, or (ii) Defendants
24 are liable to Plaintiff or the Settlement Group Members as Plaintiff alleged. In the event that this
25 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to
26 be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any
27 of their objections or defenses in the Action, including, but not limited to, their ability to move to
28 compel arbitration, raise defenses in opposition to the Action, contest the merits of the claims and

1 theories alleged, etc.

2 5. **SETTLEMENT CONSIDERATION**

3 5.1 **Gross Settlement and Net Settlement Amounts and Distribution.** The Gross
4 Settlement Amount and other actions and forbearances taken by Defendants shall constitute
5 adequate consideration for the Settlement and will be made in full and final settlement of: (a) the
6 Released Claims, (b) PAGA Counsel's Attorneys' Fees and Expenses, (c) Administration
7 Expenses, (d) LWDA Payment, and (e) the Individual Settlement Payments to Settlement Group
8 Members, and any other obligation of Defendants under this Agreement.

9 5.2 **Payments to Settlement Group Members.** Each Settlement Group Member
10 shall be eligible to receive an Individual Settlement Payment. The Parties understand that
11 Settlement Group Members who receive an Individual Settlement Payment pursuant to this
12 Agreement shall be solely responsible for any and all other individual tax obligations associated
13 with the payment. The Parties agree that there is no statutory right for any PAGA Member to
14 object, opt out, or otherwise exclude himself or herself from this Settlement.

15 5.3 **No Effect on Employee Benefits.** Neither the Settlement nor any amounts paid
16 under the Settlement will modify any previously credited hours, days, or weeks or service under
17 any employee benefit plan, policy or bonus program sponsored by Defendants (or their affiliates,
18 parents or successors). Such amounts will not form the basis for additional contributions to, benefit
19 under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies or
20 bonus programs, if any. The payments made under the terms of this Settlement shall not be applied
21 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form
22 of compensation for the purposes of any of Defendants' benefit plans, policies or bonus programs,
23 if any. Defendants retain the right to modify the language of their benefits plans, policies and
24 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
25 Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar
26 measuring term as defined by applicable plans, policies and bonus programs for purpose of
27 eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or
28 benefits are not required by this Agreement. Defendants do not consider the Individual Settlement

Payments “compensation” for purposes of determining eligibility for, or benefit accrual within, any benefits plan, policy, or bonus program, or any other plan or program sponsored by Defendants (or their affiliates, parents or successors), if any.

5.4 **PAGA Counsel Attorneys’ Fees and Expenses.** As part of the motion for approval of the Settlement, PAGA Counsel may submit an application for an award of Attorneys’ Fees and Expenses. Defendants agree not to object to any such fee, cost or expense application in line with this Agreement and in an amount not to exceed \$153,333.33 (one-third of the Gross Settlement Amount) for attorneys’ fees and up to \$30,000 for recoverable costs. As a condition of this Settlement, PAGA Counsel has agreed to pursue fees and costs only in the manner reflected by this Agreement. Any PAGA Counsel Attorneys’ Fee and Expenses awarded by the Court shall be paid from the Gross Settlement Amount. If the PAGA Counsel voluntarily reduces the request for Attorneys’ Fees and Expenses or the Court’s award is less than set forth above, the difference shall remain with the Net Settlement Amount.

The Attorneys’ Fees and Expenses approved by the Court shall encompass: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Group through the date of this Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Settlement set forth in this Agreement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the PAGA Settlement through the Effective Date; and (d) may be based on the Catalyst Theory and/or Common Fund Doctrine.

5.6 **Size of the Settlement Group.** The settlement negotiations were premised on the following: It was estimated for purposes of Settlement that the PAGA Members collectively worked a total of 20,695 pay periods during the PAGA Period. If the actual total pay periods worked by the PAGA Employees during the PAGA Period exceeds this figure by more than 10% (i.e., if there were 22,765 or more total pay periods), Defendants shall increase the Gross Settlement Amount on a proportional basis for those pay periods worked in excess of 10% of the current 20,695 estimate (i.e., if there is a 12% increase in the total pay periods, Defendants shall increase the Gross Settlement Amount by 2%).

6. **ADMINISTRATION COSTS AND EXPENSES**

6.1 **The Settlement Administrator's Costs and Expenses.** All costs and expenses due to the Settlement Administrator in connection with its administration of the Settlement described in the Agreement, including, but not limited to, formatting and mailing the Settlement Letter and Individual Settlement Payments, performing a National Change of Address database search to update Settlement Group Members addresses prior to the mailing, performing skip-traces to locate and update Settlement Group Members' addresses, calculating, and distributing Individual Settlement Payments, and any other tasks requested by the Parties or by the Court, among other tasks as reflected within this Agreement, will be paid through the Gross Settlement Amount.

7. **FUNDING AND DISTRIBUTION**

7.1 **Funding of the Gross Settlement Amount.** The Settlement Administrator will provide Defendants with its bank wire instructions to establish the Qualified Settlement Fund (QSF).

Within thirty (30) days of the Effective Date, Defendants shall transmit the Gross Settlement Amount to the Settlement Administrator.

7.2 **Distribution of the Gross Settlement Amount.** Within thirty (30) calendar days of the Effective Date, the Administrator will pay to Settlement Group Members, their Individual Settlement Payments via first-class regular U.S. Mail; to PAGA Counsel, the Court-awarded Attorneys' Fees and Litigation Expenses Payment; to the LWDA, the Court-approved LWDA Payment; and to the Administrator, the Court-awarded Administration Fees and Expenses. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Individual Settlement Payments, Court-awarded Attorneys' Fees and Litigation Expenses, the Court-approved LWDA Payment, and Court-awarded Administration Fees and Expenses will be treated and reported for tax purposes as non-wage payments and the Administrator will be responsible for issuing IRS Forms 1099 as required.

Before mailing Individual Settlement Payments to Settlement Group Members, the Administrator must update the recipients' addresses using the National Change of Address

Database. The Administrator must conduct a skip trace for all Settlement Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through a skip trace. The Administrator need not take further steps to deliver checks to Settlement Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Group Member whose original check was lost or misplaced as requested by the Settlement Group Member prior to the void date.

7.3 **Non-Cashed Settlement Checks.** Settlement Group Members shall have one hundred eighty days (180) to cash their checks. Any funds associated with uncashed checks after one hundred eighty (180) days will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Group Members whose checks were voided.

8. **NULLIFICATION OF THIS AGREEMENT**

8.1 **Non-Approval of the Agreement.** If (a) the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment on this Action, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, then the Settlement shall be considered null and void, and neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement (and any related filings set forth in this Agreement) has been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Agreement to facilitate approval. In the event the Court awards less than the requested amounts for Administration Fees, PAGA Counsel's Attorneys' Fees and Expenses, or the PAGA Payment, the difference shall become part of the Net Settlement Amount.

8.2 **Invalidation.** Invalidation of any material portion of the Settlement shall invalidate the Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions of the Settlement are to remain in full force and effect.

8.3 **Stay Upon Appeal.** In the event of a timely appeal from the approval of the Settlement and Judgment, the Judgment shall be stayed, and Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Agreement until all appeal rights have been exhausted by operation of law.

9. **MOTION OR STIPULATION FOR COURT APPROVAL**

9.1 **Approval.** PAGA Counsel will submit this Agreement to the Court along with a Motion or Stipulation for an Order Granting Approval of the Settlement. Plaintiff will provide Defendants with the opportunity to review and comment upon drafts of all pleadings to be filed in connection with the Motion or Stipulation for an Order Granting Approval of the Settlement (e.g., notice of motion, memorandum of points and authorities, declarations) at least three business days prior to filing such documents with the Court.

9.2 **Submission of Approval Order to LWDA.** Plaintiff shall timely provide notice of this Settlement and the Court's Approval of this Settlement to the LWDA in accordance with Labor Code §§ 2698 et seq.

10. **RELEASES AND WAIVERS**

10.1 **Settlement Group Members' Release.** Upon the Effective Date, Plaintiff, the Settlement Group Members, and the State of California vis-à-vis the LWDA shall hereby release the Released Parties for the Released Claims for the PAGA Period.

11. **DUTIES OF THE PARTIES**

11.1 **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement. The Parties shall use their best efforts, including all effects contemplated by this Agreement and any other efforts that may become necessary by Court order or otherwise, to effectuate the terms of this Agreement. As soon as practicable after execution of this Agreement, PAGA Counsel, with the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Agreement.

11.2 **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

12. **MISCELLANEOUS PROVISIONS**

12.1 **Different Facts.** The Parties hereto, and each of them, acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Agreement may turn out to be other than or different from the facts now known by each party and/or their counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Agreement shall be in all respects effective and binding despite such difference.

12.2 **No Prior Assignments.** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

12.3 **Non-Admission.** Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admissions by Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendants regarding the merits of the Claims in this Action. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a representative action other than for settlement purposes. To the contrary, Defendants have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence

1 of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual
2 allegations in the Action; and are not, shall not be deemed to be, and may not be used as, an
3 admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or
4 administrative proceeding in any court, administrative agency or other tribunal.

5 12.4 **Media or Press.** Plaintiff and Defendants, and their respective counsel, agree to
6 limit public comment on this Settlement, the Action, and claims in the Action, stating that the
7 matter has been resolved to the satisfaction of the Parties. Plaintiff and Defendants, and their
8 respective counsel shall not initiate public comment and/or discuss with or present to the media or
9 press.

10 12.5 **Construction.** The Parties hereto agree that the terms and conditions of this
11 Agreement are the result of lengthy, intensive, arms-length non-collusive negotiations between the
12 Parties and that this Agreement is not to be construed in favor of or against any party by reason of
13 the extent to which any Party or their counsel participated in the drafting of this Agreement. If any
14 of the dates in the Agreement fall on a weekend, bank or court holiday, the time to act shall be
15 extended to the next business day.

16 12.6 **Governing Law.** This Agreement is intended to and shall be governed by the
17 laws of the State of California, without regard to conflict of law principles, in all respects,
18 including execution, interpretation, performance, and enforcement.

19 12.7 **Captions and Interpretations.** Section titles or captions contained herein are
20 inserted as a matter of convenience and for reference only and in no way define, limit, extend, or
21 describe the scope of this Agreement or any provision thereof.

22 12.8 **Modification.** This Agreement may not be changed, altered, or modified,
23 except in writing signed by the Parties and approved by the Court. This Agreement may not be
24 discharged except by performance in accordance with its terms or by a writing signed by the
25 Parties.

26 12.9 **Integration Clause.** This Agreement contains the entire agreement between the
27 Parties relating to the Settlement of the Action and the transactions contemplated thereby (with the
28 exception of Plaintiff's individual settlement agreement), and all prior or contemporaneous

1 agreements, understandings, representations, and statements, whether oral or written, and whether
 2 by a party or such party's legal counsel, are hereby superseded (with the exception of Plaintiff's
 3 individual agreement). No rights under this Agreement may be waived except in writing as
 4 provided above.

5 12.10 **Successors and Assigns.** This Agreement shall be binding upon and inure to
 6 the benefit of the Parties and Settlement Group Members and their respective past, present, and
 7 former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders,
 8 agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension and
 9 welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint
 10 ventures, predecessors, successors, and assigns.

11 12.11 **Corporate Signatories.** Any person executing this Agreement or any such
 12 related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants
 13 and promises, for the benefit of all Parties hereto, that such person has been duly authorized by
 14 such corporation or partnership to execute this Agreement or any such related document.

15 12.12 **Execution in Counterparts.** This Agreement shall become effective upon its
 16 execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and
 17 execution of counterparts shall have the same force and effect as if all Parties had signed the same
 18 instrument.

19 12.13 **Attorneys' Fees, Costs and Expenses.** Except as otherwise specifically
 20 provided for herein, each Party shall bear their or its own attorneys' fees, costs and expenses,
 21 taxable or otherwise, incurred by them in or arising out of the Action and shall not seek
 22 reimbursement thereof from any other Party to this Agreement.

23 12.14 **Third Party Beneficiaries.** All Released Parties are third party
 24 beneficiaries of this Agreement for purposes of the protections offered by this Agreement,
 25 and they shall be entitled to enforce the provisions of this Agreement applicable to any such
 26 Released Party as against Plaintiff, PAGA Members, or any party acting on Plaintiff's or
 27 any PAGA Member's behalf.

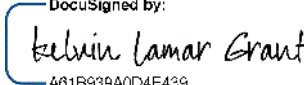
28 IN WITNESS WHEREOF, the Parties and their counsel have executed this Agreement on

the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: 10/15/2024

Plaintiff

By: _____

DocuSigned by:

A61B939A0D4E439...
 Kelvin Lamar Grant

Dated: October 22, 2024

SOLOUKI SAVOY LLP

By: _____

Shoham J. Solouki
 Grant Joseph Savoy

Attorneys for Plaintiff
 KELVIN LAMAR GRANT

Dated: _____

MARA LAW FIRM, PC

By: _____

David Mara

Attorneys for Plaintiff
 KELVIN LAMAR GRANT

the date below their signatures of their representatives. The date of the Agreement shall be the date of the latest signature.

Dated: _____ Plaintiff

By: _____
Kelvin Lamar Grant

Dated: _____ SOLOUKI SAVOY LLP

By: _____
Grant Joseph Savoy

Attorneys for Plaintiff
KELVIN LAMAR GRANT

Dated: 10/22/2024 _____ MARA LAW FIRM, PC

By: _____

4579A5186C10447...
 David Mara

Attorneys for Plaintiff
KELVIN LAMAR GRANT

1 Dated: _____ Defendants EmployBridge, LLC, EmployBridge Holding
2 Company, and Real Time Staffing Services, LLC
3
4 By: _____
5 Janelle Bieler, Division President
6 Dated: _____ CDF LABOR LAW LLP
7
8 By: _____
9 David G. Hagopian
10 Attorneys for Defendants
11 EMPLOYBRIDGE, LLC, EMPLOYBRIDGE HOLDING
12 COMPANY, AND REAL TIME STAFFING SERVICES,
13 LLC
14 Dated: 10/25/2024 Defendant SYNCREON TECHNOLOGY (USA) LLC
15
16 By: Glen Clark
17 DocuSigned by:
18 _____
19 _____
20 13DBB9ED529C4C8...
21 Dated: October 25, 2024 JACKSON LEWIS P.C.
22
23 By: _____
24 Eric Gitig
25 Sevada Hakopian
26 Attorneys for Defendant
27 SYNCREON TECHNOLOGY (USA) LLC
28

1 Dated: _____

Defendants EmployBridge, LLC, EmployBridge Holding
Company, and Real Time Staffing Services, LLC

2

3

4

By: _____



~~Janelle Bieler, Division President~~

Alissa Greenwalt, Senior Corporate Counsel

5

6 Dated: October 24, 2024

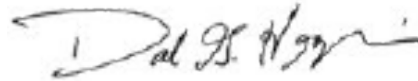
CDF LABOR LAW LLP

6

7

8

By: _____



David G. Hagopian

9

10

Attorneys for Defendants
EMPLOYBRIDGE, LLC, EMPLOYBRIDGE HOLDING
COMPANY, AND REAL TIME STAFFING SERVICES,
LLC

11

12

13

Dated: _____

Defendant SYNCREON TECHNOLOGY (USA) LLC

14

15

16

By: _____

17

18

Dated: _____

JACKSON LEWIS P.C.

19

20

21

By: _____

Eric Gitig
Sevada Hakopian

22

23

Attorneys for Defendant
SYNCREON TECHNOLOGY (USA) LLC

24

25

26

27

28

SERVICE LIST

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Sevada.Hakopian@jacksonlewis.com

Attorneys for Defendant
SYNCREON TECHNOLOGY (USA) LLC

Exhibit “A”

Exhibit “B”

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GRANT JOSEPH SAVOY (SBN 284077)
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Telephone: (213) 814-4940
Facsimile: (213) 814-2550

David Mara, Esq. (230498)
Jill Vecchi, Esq. (299333)
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Telephone: (619) 234-2833
Facsimile: (619) 234-4048
Emails: dmara@maralawfirm.com
jvecchi@maralawfirm.com

Attorneys for Plaintiff, individually
and on behalf of all others similarly situated

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

KELVIN LAMAR GRANT, an individual and
class representative on behalf of himself and all
other similarly situated non-exempt former and
current employees,

Plaintiff,

vs.

SYNCREON TECHNOLOGY (USA) LLC, a
Delaware Limited Liability Company;
SYNCREON HOLDINGS LTD, a Delaware
Limited Partnership; ARROW WORKFORCE
SOLUTIONS INC., a California Corporation;
AWS, INC., a California Corporation;
CANADIAN EXECUTIVE SEARCH GROUP,
INC., a California Corporation; CANADIAN
EXECUTIVE SEARCH GROUP (USA) INC., a
California Corporation; EMPLOYBRIDGE,
LLC, a California Corporation;
EMPLOYBRIDGE HOLDING COMPANY, a
Delaware Corporation; PROLOGISTIX
EXPRESS INC., a California Corporation; REAL
TIME STAFFING SERVICES, LLC, a
California Corporation; and DOES 1 through
100, inclusive,
Defendants.

Case No. 22STCV26567

Assigned for All Purposes To:
Judge: Elihu Berle
Dept: SS-6

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF A PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND JUDGMENT
THEREON**

Hearing Date: November 26, 2024
Hearing Time: 10:00 AM
Dept.: 6

Action Filed: August 16, 2022

1 The Court, having reviewed and considered Plaintiff KELVIN LAMAR GRANT's
2 ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement
3 and all documents submitted in support of the motion, HEREBY ORDERS AND ENTERS
4 JUDGMENT AS FOLLOWS:

5 1. The proposed PAGA settlement of \$460,000.00 ("Gross Settlement Amount") as set
6 forth in the JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION
7 ("Settlement" or "Agreement") between the parties is approved pursuant to California Labor
8 Code ("Labor Code") section 2699(1)(2).

9 2. The entire Net Settlement Amount (the remainder of the Gross Settlement Amount
10 after deducting PAGA counsel's fees (\$153,333.33), costs of litigation (up to \$30,000.00),
11 and the settlement administrator's costs (\$6,250.00)) with 25% allocated to the PAGA
12 Members as Individual PAGA Payments, and 75% to LWDA in settlement of the PAGA
13 claims. The remainder is to be paid to PAGA Members as Individual PAGA Payments.

14 3. The Net Settlement Amount shall be distributed to PAGA Members pro rata based
15 upon their respective number of pay periods during the PAGA Period. "PAGA Member(s)"
16 means all current and former non-exempt employees of syncreon Technology (USA) LLC
17 ("syncreon") and all current and former non-exempt employees of EmployBridge, LLC,
18 EmployBridge Holding Company, and Real Time Staffing Services, LLC (collectively, "Real
19 Time") and Arrow Workforce Solutions, Inc., AWS, Inc., Canadian Executive Search Group,
20 Inc., Canadian Executive Search Group (USA) Inc. (collectively, "Arrow") who were placed
21 on assignment at syncreon in California during the PAGA Period. "PAGA Pay Period" means
22 the period from May 26, 2021 to April 27, 2024. The Judgment is final as of the day the Court
23 enters a Judgment on its Order Approving the PAGA Settlement.

24 4. PAGA Counsel shall be paid \$153,333.33.00 in attorney's fees and reimbursed up to
25 \$30,000.00 for costs.

26 5. The Court approves ILYM Group, Inc. ("ILYM") to serve as the Administrator as
27 provided in the Settlement Agreement. The Administrator shall be paid \$6,250.00 for
28

1 performance of settlement administration services.

2 6. Syncreon and Real Time are to transfer funds to the Settlement Administrator
3 pursuant to the terms of the Settlement Agreement.

4 7. The Court approves the Notice of PAGA Settlement ("Settlement Letter") attached
5 hereto as **Exhibit A**.

6 8. The face of each settlement check shall prominently state the date (not less than 180
7 days after the date of mailing) when the check will be voided. The Administrator will cancel
8 all checks not cashed by the void date. For any PAGA Member whose Individual PAGA
9 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
10 the funds represented by such checks to the California Controller's Unclaimed Property Fund
11 in the name of the PAGA Member.

12 9. Effective on the date when Defendants fully fund the entire Gross Settlement
13 Amount, PAGA Members are deemed to release all claims and theories for penalties pursuant
14 to the Private Attorneys General Act of 2004 that were set forth, or that could have been set
15 forth based on the facts alleged in the Action during the PAGA Period, pursuant to *Huff v.*
16 *Securitas Services USA, Inc.* (2018) 25 Cal.App.5th 745, including, but not limited to, under
17 California Labor Code sections 200-204, 226, 226.2, 226.3, 403, 404, 510, 512, 558, 1102.5,
18 1174, 1197, 1198 and 2698 et seq., and related IWC Wage Orders, based on the various
19 theories of liability, including, but not limited to, failure to pay all wages owed, including
20 minimum and overtime wages, failure to timely pay wages, failure to provide meal periods,
21 failure to provide rest periods, failure to pay all wages due to discharged and quitting
22 employees, failure to furnish accurate wage statements, failure to maintain required records,
23 failure to pay all wages owing during employment, and failure to indemnify employees for
24 necessary expenditures. No claims other than those for PAGA penalties are being released.
25 The Released Claims are for the PAGA Period of May 26, 2021 to April 27, 2024.

26 10. Pursuant to Labor Code section 2699, subdivision(1)(3), Plaintiff shall submit a
27 copy of this Order and Judgment to the LWDA within ten (10) days after entry of the Order
28

1 and Judgment.

2 11. This Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the settlement, and any and all claims, asserted in,
4 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
5 matters related to the settlement and the determination of all controversies relating thereto.

6 12. The Administrator shall file a final report by _____, 2025 confirming
7 all disbursements have been made pursuant to the Settlement Agreement and this Order and
8 Judgment, including an indication of the total amounts paid to the LWDA and the PAGA
9 Members and confirming that uncashed funds have been distributed to the California
10 Unclaimed Wages Fund.

11 13. A Non-Appearence Case Review re: Distribution is set for
12 _____, 2025 at _____ a.m. in Department 6 of the Los
13 Angeles County Spring Street Court, located at 312 N Spring St, Los Angeles, CA 90012.

14 Dated: _____

15 _____
16 Hon. Elihu Berle
Los Angeles County Superior Court Judge