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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE DORANTES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

ABRISA INDUSTRIAL GLASS, INC.; REAL
TIME STAFFING SERVICES, LLC;
EMPLOYBRIDGE, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 23STCV01532 (PAGA Action)

(Related Action Case No.: 22STCV36021)

Judge: The Honorable Theresa M. Traber
Department: 1

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

PAGA Complaint Filed: January 24, 2023



1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between plaintiff Jose Dorantes, and defendants Abrisa Industrial Glass, Inc.,
3 Real Time Staffing Services, LLC, and Employbridge, LLC. The parties hereto agree that the above-
4 captioned action shall be settled on the terms and conditions set forth in this Agreement, subject to
5 the approval of the Court pursuant to Labor Code section 2699(l) of the Private Attorneys General
6 Act of 2004, (Labor Code §§ 2698, *et seq.*) (“PAGA”).

7 **DEFINITIONS**

8 The following terms have the following definitions as used herein:

9 1. “**Abrisa**” means Defendant Abrisa Industrial Glass, Inc. (including its affiliate
10 ZC&R Coating for Optics, Inc.).

11 2. “**Action**” means the above-captioned PAGA action, *Jose Dorantes v. Abrisa*
12 *Industrial Glass, Inc., et al.*, Case No. 23STCV01532, including the original complaint and any
13 subsequent amendments thereto.

14 3. “**Aggrieved Employees**” means all current and former non-exempt employees
15 employed by Defendants in California during the PAGA Period (November 14, 2021 through May
16 10, 2025) who performed work at Abrisa.

17 4. “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation
18 and Agreement for PAGA Representative Action Settlement.

19 5. “**Court**” means the Superior Court of the State of California in and for the County
20 of Los Angeles.

21 6. “**Defendants**” means defendants Abrisa, Real Time, and Employbridge.

22 7. “**Effective Date**” means the date by when the following have occurred: (a) the Court
23 has approved the Settlement as provided in this Agreement and entered judgment on its final order
24 approving the PAGA Settlement; and (b) the judgment is final. The judgment will be final either:
25 (1) sixty-five (65) days after the notice of entry of judgment is filed, if no motions for reconsideration
26 and no appeals or other efforts to obtain review have been filed; or (2) in the event that a motion for
27 reconsideration, an appeal, or other effort to obtain review of the judgment approving the settlement
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has been filed, the date sixty-five (65) days after such reconsideration, appeal, or review has been resolved in favor of the settlement and no other appeal, writ or other appellate court review is possible. In the event any appeal or other challenge is filed concerning the Settlement, administration of the Settlement shall cease and be stayed pending final resolution of such appeal or challenge without reversal or modification to the Settlement and judgment.

8. **“Employbridge”** means Defendant Employbridge, LLC.

9. **“Final Order and Judgment”** means the order granting approval of the Settlement and entering Judgment by the Court, substantially in the form (*i.e.* without material change) as attached to this Agreement as **Exhibit A**.

10. **“Gross Settlement Amount”** is Eighty-Five Thousand Dollars (**\$85,000**), and is all-inclusive, which means it is the total amount Defendants are obligated to pay under the PAGA Settlement (except as provided in the paragraph below titled, “PAGA Pay Period Information and Escalator Clause”), including, without limitation: the Net Settlement Amount; Representative Plaintiff Service Award as approved by the Court; Settlement Administration Costs as approved by the Court; and PAGA Counsel’s Attorneys’ Fees and Costs as approved by the Court.

11. **“Individual Action”** means the related, non-PAGA case of *Jose Dorantes v. Abrisa Industrial Glass, Inc.; Real Time Staffing Services, LLC, and Employbridge, LLC*, Case No. 23STCV36021, which was initially filed as a putative class action and now involves only Plaintiff’s individual claims following the Court’s May 3, 2023 dismissal of Plaintiff’s class action allegations pursuant to a stipulation between the Parties.

12. **“Individual PAGA Payment”** means an individual Aggrieved Employee’s pro rata share of the PAGA Aggrieved Employees Payment.

13. **“LWDA Payment”** means the payment to the California Labor Workforce and Development Agency in an amount equal to 75% of the Net Settlement Amount.

14. **“Net Settlement Amount”** mean the Gross Settlement Amount less all of the following: PAGA Counsel’s Attorneys’ Fees and Costs, Representative Plaintiff’s Service Award, and Settlement Administration Costs. The Net Settlement Amount comprises, and shall be used, as

the monetary amount to fund the LWDA Payment and the PAGA Aggrieved Employees Payment.

15. **“Operative Complaint”** means the Complaint filed in the Action on January 24, 2023.

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

17. **“PAGA Aggrieved Employees Payment”** means the payment of 25% of the Net Settlement Amount, which shall be distributed among and paid to the Aggrieved Employees on a pro rata basis in connection with this Settlement of the PAGA Claim.

18. **“PAGA Claim”** means Representative Plaintiff’s individual claim and representative claim on behalf of himself and the Aggrieved Employees for civil penalties under PAGA, as alleged in the Action and in Representative Plaintiff’s PAGA Notice sent to the Labor and Workforce Development Agency, dated November 14, 2022.

19. **“PAGA Counsel”** means the law firm of Lavi & Ebrahimian, LLP, including its attorneys Joseph Lavi and Vincent Ebrahimian.

20. **“PAGA Counsel’s Attorneys’ Fees and Costs”** means the amounts awarded by the Court as PAGA Counsel’s reasonable attorneys’ fees and expenses in connection with prosecuting the Action.

21. **“PAGA Notice”** means the Labor and Workforce Development Agency notice letter submitted by Plaintiff on or about November 14, 2022.

22. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for Defendants and performed work at Abrisa for at least one day during the PAGA Period.

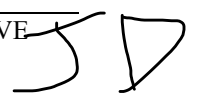
23. **“PAGA Period”** means the period from November 14, 2021 through May 10, 2025.

24. **“Parties”** means Plaintiff and Representative Plaintiff Jose Dorantes, and Defendants Abrisa, Real Time, and Employbridge.

25. **“Plaintiff”** or **“Representative Plaintiff”** means Plaintiff Jose Dorantes.

26. **“Real Time”** means Defendant Real Time Staffing Services, LLC.

27. **“Released PAGA Claims”** means the PAGA claims, demands, rights, liabilities,



1 debts, primary rights, claims for relief, and causes of action for PAGA penalties arising out of or
 2 relating to the employment of Plaintiff or the Aggrieved employees during the PAGA Period that
 3 were alleged in the Operative Complaint and PAGA Notice or that reasonably could have been
 4 alleged based on the facts stated in the Operative Complaint or in the PAGA Notice, including all
 5 PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure
 6 to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5)
 7 failure to timely pay earned wages during employment, (6) failure to provide complete and accurate
 8 itemized wage statements, (7) failure to timely pay all earned wages at time of separation and (8)
 9 all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code
 10 §§ 2698 et seq. based on the facts or claims alleged in the PAGA Notice or in the Operative
 11 Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period. The
 12 Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory
 13 penalties independent of penalties under PAGA.

14 28. **"Released Parties"** means Defendants, ZC&R Coating for Optics, Inc. ("ZC&R"),
 15 and their respective former and current parents, representatives, agents, subsidiaries, directors,
 16 owners, shareholders, officers, members, employees, and attorneys, and each of them acting in
 17 concert with the foregoing.

18 29. **"Representative Plaintiff"** or **"Plaintiff"** means Plaintiff Jose Dorantes.

19 30. **"Representative Plaintiff Service Award"** means the amount the Court authorizes
 20 to be paid to Plaintiff, up to \$1,000, as compensation for Plaintiff initiating the Action and serving
 21 as the Representative Plaintiff and for the settlement and release of Plaintiff's PAGA Claim as
 22 provided herein.

23 31. **"Settlement Administrator"** shall mean ILYM or such other neutral third-party
 24 administrator agreed to by the Parties, subject to approval by the Court.

25 **RECITALS**

26 32. Plaintiff alleges that, on or about November 14, 2022, Plaintiff and PAGA Counsel
 27 sent the PAGA Notice and administrative exhaustion letter to the Labor and Workforce
 28

Development Agency ("LWDA"), serving a copy on Defendants.

33. On or about January 24, 2023, Plaintiff filed his PAGA Complaint in Los Angeles County Superior Court, in the case entitled *Jose Dorantes v. Abrisa Industrial Glass, Inc., et al.*, (Case No. 23STCV01532).

34. Plaintiff's Action alleges a PAGA claim for civil penalties and seeks an award of reasonable attorneys' fees and costs.

35. The Parties have conducted a thorough investigation into the facts of the Action and various related matters and through formal and informal discovery. Defendants have provided extensive data and information, as well as pertinent documents, relating to the underlying alleged violations. On March 11, 2025, the Parties attended a full-day mediation with mediator Kevin T. Barnes, Esq., and in connection with the mediation, the Parties reached a settlement in principle concerning material terms of this settlement. Following this, the Parties entered into a binding Memorandum of Understanding (the "MOU"), which was signed by all Parties as of June 5, 2025, and the MOU forms the basis of the present Agreement. The Parties understand, acknowledge, and agree that this Settlement constitutes a compromise of the present PAGA Claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim on the terms set forth herein.

36. The Parties enter into this Settlement Agreement on a conditional basis with the understanding that Court approval of the Settlement is necessary. In the event the Court does not enter a Final Order and Judgment as set forth in this Settlement Agreement, this Settlement Agreement will be deemed null and void ab initio and will be of no force or effect whatsoever, and will not be referred to, utilized, or admissible for any purpose whatsoever, including as an admission of anything, or as a waiver of any objections, arguments, or positions in connection with the Action.

37. Defendants deny and have denied all of the claims in the Action, and do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural and factual grounds should this Settlement Agreement not become effective or final. Defendants dispute and deny any and all liability, violations, or other improper conduct in

connection with the Action, and maintain that they have at all times complied with all relevant laws and obligations and have not engaged in any illegal or otherwise actionable conduct with respect to Plaintiff or any other allegedly aggrieved employees. Defendants have entered into this Settlement Agreement to resolve the dispute or disputes that have arisen with Plaintiff (including, without limit, the Action), and to avoid the burden and expense of litigation. If for any reason the Court does not approve this Settlement, Defendants reserve all rights, privileges, positions and defenses in connection with the Action, and Plaintiff reserves all rights to contest the same.

38. The Parties stipulate and agree to the following terms of this Settlement Agreement with the intent that this Settlement Agreement resolves and releases the PAGA Claim.

TERMS AND CONDITIONS

39. **Settlement Payments and Calculation of Claims**. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendants agree to pay their respective share of the Gross Settlement Amount (\$85,000) (except as provided in the paragraph below titled, "PAGA Pay Period Information and Escalator Clause") in full and final settlement of the Action on an individual and representative PAGA basis as provided herein:

- a. Defendant Abrisa is obligated to pay Seventy-Seven Thousand, Five Hundred Dollars (\$77,500.00); and
- b. Defendant Real Time is obligated to pay Seven Thousand, Five Hundred Dollars (\$7,500.00).

The Gross Settlement Amount will be used to fully fund and pay for the Settlement including for, as described below, payment of PAGA Counsel's attorney fees, PAGA Counsel's litigation costs and expenses, the Representative Plaintiff Service Award, the Settlement Administration Costs, the LWDA Payment, and the PAGA Aggrieved Employees Payment. The Gross Settlement Amount shall be an all-in payment with no reversion to Defendants.

40. The following table summarizes the estimated allocation and distribution of the Gross Settlement Amount as provided for and proposed under the Settlement:

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- PAGA Counsel reasonable attorneys' fees, not to exceed: **\$29,750** (except as provided in Paragraph 50 below) (35% of Gross Settlement Amount)
- PAGA Counsel reasonable, documented costs, not to exceed: **\$20,000**
- Representative Plaintiff Jose Dorantes' Service Award, not to exceed: **\$1,000**
- Settlement Administration Costs, not to exceed **\$5,500**
- After deduction of above amounts from Gross Settlement Amount, the Net Settlement Amount (*i.e.* the total of the LWDA Payment and PAGA Aggrieved Employees Payment, to be distributed to the LWDA and Aggrieved Employees) is: **\$28,750**
 - **\$21,562.50** for the LWDA Payment ($\$28,750 \times 75\% = 21,562.50$)
 - **\$7,187.50** for the PAGA Aggrieved Employees Payment ($\$28,750 \times 25\% = \$7,187.50$)

41. **Apportionment of Gross Settlement Amount.** Subject to Court approval and the conditions specified in this Agreement, the Gross Settlement Amount shall be apportioned as follows:

a. **PAGA Counsel Fees Payment:** Defendants will not oppose Plaintiff's request for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$29,750. In the event that the escalator clause described below is triggered and the Gross Settlement Amount is increased, the amount of PAGA Counsel's fees may increase in order to remain thirty-five percent (35%) of the Gross Settlement Amount.

b. **PAGA Counsel Litigation Expenses Payment:** Defendants will not oppose Plaintiff's request for reimbursement of reasonable, documented litigation costs, which will be paid from the Gross Settlement Amount. Any requested litigation costs not approved by the Court or any unused funds associated with a cost request will be allocated to the Net Settlement Amount.

c. **Representative Plaintiff Service Award:** Defendants will not oppose Plaintiff's request for a service award up to \$1,000. Any portion of a service award not approved by the Court will revert to the Net Settlement Amount.

d. **Settlement Administration Costs:** The Settlement Administrator's Settlement Administration Costs shall be paid from the Gross Settlement Amount and are estimated to



be \$5,500. Any portion of requested Settlement Administration Costs not approved by the Court will be allocated to the Net Settlement Amount.

e. PAGA Penalties Payments: Subtracting the payments above from the Gross Settlement Amount, as determined and approved by the Court, the Net Settlement Amount that remains will be allocated to the PAGA Penalties as follows:

- i. LWDA Payment: 75% of the Net Settlement Amount will be paid to the LWDA as provided under Labor Code section 2699, subd. (i).
- ii. PAGA Aggrieved Employees Payment: 25% of the Net Settlement Amount will be allocated to the PAGA Aggrieved Employees Payment, and that amount will be distributed to each Aggrieved Employee as Individual PAGA Payments in pro rata shares calculated based on the number of PAGA Pay Periods worked by an Aggrieved Employee during the PAGA Period.

f. The Parties agree that the Court's ruling concerning PAGA Counsel's application for attorney fees and costs, the Representative Plaintiff Service Award, or the Settlement Administration Costs payment (whether awarded as requested or altered at the discretion of the Court) shall not affect the enforceability of this Agreement, or the ability of the Court to otherwise approve the Settlement. Any amount requested, but not awarded by the Court, shall be included with the Net Settlement Amount and be distributed to the LWDA and Aggrieved Employees as provided herein.

g. Net Settlement Amount Distribution: After deducting Court approved PAGA Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the Representative Plaintiff Service Award from the Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employees Payment. The Net Settlement Amount of approximately \$28,750 shall be allocated 75% to the LWDA Payment, which is estimated to total \$21,562.50 (\$28,750 x 75%). The remaining 25% of the Net Settlement Amount, estimated to total \$7,187.50 (\$28,750 x 25%), shall be allocated to the PAGA

Aggrieved Employees Payment and shall be paid to the Aggrieved Employees as Individual
PAGA Payments on a *pro rata* basis as noted below.

As an example for illustrative purposes only:

Aggrieved Employee A was actively employed by Defendants and working at Abrisa
during the PAGA Period for 25 PAGA Pay Periods. All Aggrieved Employees were
similarly employed for a combined total of 1,000 PAGA Pay Periods during the PAGA
Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
follows:

- 25 PAGA Pay Periods for Aggrieved Employee A ÷ 1,000 total PAGA Pay
Periods for all Aggrieved Employees = 0.025%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an
amount that is 0.025% of the PAGA Aggrieved Employees Payment.
Individual PAGA Payments will be rounded to the nearest penny with .5
rounded up.

h. Taxes and Reporting: Individual PAGA Payments will be treated as non-wage
penalty income to the Aggrieved Employees and reported by the Settlement Administrator
on IRS Form 1099-MISC. Any payment to PAGA Counsel for attorney fees or costs will be
treated and reported by the Settlement Administrator as IRS Form 1099-MISC income to
PAGA Counsel.

42. **Release By Representative Plaintiff, Aggrieved Employees and the State of
California.**

a. Terms Of Release: Upon the Effective Date and each Defendant fully
funding its respective portion of the Gross Settlement Amount, Plaintiff – in his individual capacity
and on behalf of the State of California and the LWDA and the Aggrieved Employees – shall
completely release and discharge each such paying Defendant and the Released Parties of the
Released PAGA Claims. The Aggrieved Employees and the State of California are deemed by
operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim

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against any of Defendants or the Released Parties for any Released PAGA Claims.

b. No Opt-Outs. Aggrieved Employees and the State of California shall have no right to opt out of this Settlement, either in whole or in part.

c. No Claims Based On Stipulation And Agreement. No Aggrieved Employee shall have any claim against any of the Released Parties, Defendants' counsel, the Representative Plaintiff, or PAGA Counsel, based on the Settlement Administrator's errors in administering claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

43. No Other Actions or Claims. By executing this Agreement, Representative Plaintiff represents, warrants, and confirms that, besides the Individual Action (Case No. 23STCV36021), Representative Plaintiff has no other filed or unfiled individual or representative claim or charge of any type (whether class, collective, PAGA, or otherwise) against Defendants or the Released Parties.

44. **Request For Final Order And Judgment.**

a. Upon execution of this Agreement, Representative Plaintiff shall promptly file a motion or application with the Court requesting approval of this Settlement which shall include submitting the proposed Final Order and Judgment attached hereto as **Exhibit A**.

b. On the date Representative Plaintiff files the motion or application discussed in this paragraph, Plaintiff will also provide notice and advise the LWDA of the Settlement in accordance with PAGA, including, without limit, submitting to the LWDA this Agreement. Plaintiff's notice and advisements of the Settlement to the LWDA shall also otherwise comply with the notice / settlement requirements of PAGA.

45. **No Right to Opt Out / Waiver of Appeal.** Representative Plaintiff, Aggrieved Employees, and the State of California shall have no right to opt out of this Settlement, either in whole or in part. Any Aggrieved Employee who does not timely submit an objection to the Settlement waives any and all rights to appeal from or challenge the Final Order and Judgment, including all rights to any post-judgment proceeding and appellate proceeding such as a motion to vacate the judgment, motion for new trial, and extraordinary writs. This waiver does not include a

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waiver of the right to oppose any appeals, appellate proceedings or post judgment proceedings, if any.

46. **PAGA List Transmittal.** On or before 7 days after the Effective Date, Defendants Abrisa and Real Time will each provide a PAGA list to the Settlement Administrator which will be based on each Defendant's respective records identifying the Aggrieved Employees by name, Social Security number, and last known mailing address, and identify the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. Abrisa shall send its list of Aggrieved Employees who worked as direct employees for Abrisa (including its affiliate ZC&R Coating for Optics, Inc.) during the PAGA Period, and Real Time shall send its list of Aggrieved Employees who were staffed by Real Time to work at Abrisa during the PAGA Period. Defendants shall compile the information comprising the PAGA list in good faith and if a Defendant discovers the PAGA list has omitted or provided incorrect information regarding any Aggrieved Employee, such Defendant shall provide complete or corrected information to the Settlement Administrator as soon as reasonably feasible in order to facilitate proper settlement administration. In observance of and to protect the privacy interests of Aggrieved Employees, the Settlement Administrator shall preserve and maintain the confidentiality of the PAGA lists transmitted by each Defendant.

47. **Settlement Funding and Payment Date.**

a. On or before 7 days after the Effective Date, the Settlement Administrator shall send Defendants' counsel instructions for Defendants Abrisa and Real Time to fund and pay their respective portions of the Gross Settlement Amount by wire and/or check payment, as each Defendant may elect.

b. On or before 14 days after the Effective Date, Defendants Abrisa and Real Time shall each pay their respective portion of the Gross Settlement Amount by transmitting the funds in accordance with the Settlement Administrator's instructions. Defendants' payment obligations are independent of the other; that is, Defendant Abrisa and Defendant Real Time have independent payment obligations to make their respective payments, not a joint and several obligation with the other to pay the total Gross Settlement Amount.



Provided, however, if the total Gross Settlement Amount is not fully funded in accordance with the terms herein, Plaintiff shall have the option to terminate this Settlement in its entirety by providing 14 calendar days' notice that Plaintiff intends to terminate the Settlement based upon such nonpayment. In such event, either or both Defendants can prevent termination of the Settlement by fully funding the Settlement in accordance with the terms herein within 10 days of such notice. In the event a termination of the Settlement occurs, the Parties will be restored to their respective positions as of the March 11, 2025 mediation date.

48. **Aggrieved Employee Payments.** On or before 14 days after Defendants transmit their respective payments of the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall issue following payments:

a. Mailing Payments to Aggrieved Employees: The Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, their Individual PAGA Payment check with the PAGA Settlement Notice to Aggrieved Employees, substantially in the form as attached hereto as **Exhibit B** to this Agreement, in English and Spanish. The amount of such payment will be calculated as provided above and paid from the PAGA Aggrieved Employees Payment. Prior to mailing, the Settlement Administrator shall update all addresses of Aggrieved Employees using the National Change of Address System (NCOA). In the event that a mailing to an Aggrieved Employee is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall re-send the mailing to the forwarding address identified within 7 days of receiving a returned check. If no forwarding address is provided, then the Settlement Administrator will promptly conduct a "standard search," sometimes called, "Skip Trace" or "Credit Header" searches, to locate a better address. If a better address is found, the Settlement Administrator will promptly re-send the mailing to such better address within 7 days of receiving a returned check. If a better address is not found or the mailing to such Aggrieved Employee is ultimately returned without a forwarding address, neither the Settlement Administrator, Defendants, Defendants' counsel, nor Plaintiff shall be required to take further action.

b. Aggrieved Employees shall have 180 calendar days after the date the

Individual PAGA Payment check is mailed to them to cash their settlement payment checks. If any Aggrieved Employee's check is not cashed within that period, the settlement payment check will be voided and a stop-payment will be issued. Neither Defendants, Defendants' counsel, nor Plaintiff shall have any liability for lost or stolen settlement payment checks, forged signatures on settlement payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a settlement payment check within the 180 day period. If requested by an Aggrieved Employee prior to the void date, the Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced and was not cashed; provided, however, Defendants shall not be responsible for bank fees or other costs, if any, associated with the issuance or delivery of a replacement check.

c. Any unpaid cash residue or unclaimed Aggrieved Employee funds representing uncashed and voided Individual PAGA Payment checks, plus any accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

49. **Payments of the LWDA Payment, Service Award, and Attorneys' Fees and Costs.** On or before 14 days after Defendants' respective payments of the Gross Settlement Amount to the Settlement Administrator, the Settlement Administrator shall issue following payments:

a. The Settlement Administrator shall pay the LWDA Payment from the Net Settlement Amount by issuing a check in the amount approved by the Court for such LWDA Payment, payable to the "California Labor Workforce and Development Agency."

b. The Settlement Administrator shall pay from the Gross Settlement Amount the Representative Plaintiff Service Award as approved and awarded by the Court. The payment will be made by sending to PAGA Counsel a check payable to "Jose Dorantes" in the amount of the Court-approved Representative Plaintiff Service Award. PAGA Counsel shall provide the Settlement Administrator with a completed Form W-9 for the Representative Plaintiff. The Settlement Administrator will issue an IRS Form 1099-MISC in connection with the payment of the Representative Plaintiff Service Award.



c. The Settlement Administrator shall pay from the Gross Settlement Amount to PAGA Counsel the PAGA Counsel's Attorneys' Fees and Costs as approved and awarded by the Court. PAGA Counsel shall provide the Settlement Administrator with a completed Form W-9 for PAGA Counsel.

50. **PAGA Pay Period Information and Escalator Clause.** It is estimated that there were approximately 158 Aggrieved Employees who worked an approximate total of 8,492 PAGA Pay Periods from November 14, 2021 to March 11, 2025, with 7,883 of such Pay Periods worked by Defendant Abrisa direct employees and 609 such Pay Periods worked by Defendant Real Time staffed employees. If the number of PAGA Pay Periods during such period (November 14, 2021 to March 11, 2025) exceeds the respective figures above (*i.e.* 7883 or 609) by greater than 10% (*i.e.* exceeds 8,671 or 670, respectively), then such Defendant whose applicable Pay Periods have increased by greater than 10% shall increase its Gross Settlement Amount payment portion, pro rata, based on the number of additional Pay Periods attributable to such Defendant. In other words, if Abrisa's Pay Period number is 1% greater than 8,671, then Defendant Abrisa shall increase its Gross Settlement Amount payment portion by 1%. Similarly, if Defendant Real Time's Pay Period number is 1% greater than 670, then Defendant Real Time shall increase its Gross Settlement Amount payment portion by 1%.

51. **Deadlines.** If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to "days" shall mean calendar days.

52. **Enforcement And Continuing Jurisdiction Of The Court.** Following entry of the Final Order and Judgment, this Court shall have and retain continuing jurisdiction over the Action and over the Parties and the Aggrieved Employees, to the fullest extent necessary and in conformance with applicable law to enforce and effectuate the terms of this Settlement Agreement and the matters provided for in it.

53. **Mutual Full Cooperation.** The Parties shall cooperate with each other in accordance with the terms of this Settlement Agreement and use their best efforts, in good faith, to implement

the Settlement and obtain Court approval thereof. PAGA Counsel shall provide to Defendants' Counsel via email PAGA Counsel's motion and related materials seeking approval of the Settlement ten calendar days before the filing thereof for Defendants' counsel's review and comment and Defendants' counsel shall provide their comments, if any, within 5 calendar days thereafter. If the Parties disagree on the motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, and use their best efforts, in good faith, to resolve such disagreement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, the Parties may seek the assistance of either the mediator and/or the Court in an effort to facilitate resolution.

54. **Non-Admission of Liability.** Defendants have entered into this Agreement to resolve the dispute that has arisen in connection with the Action and to avoid the burden and expense of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that Defendants have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Action. Defendants dispute and deny that Plaintiff's Action is suitable for representative action treatment. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be used or construed as an admission or concession by Defendants with respect to any allegation of Plaintiff, with respect to any alleged violations or failures to comply with any applicable law, or as an admission or concession in any other respect, nor as an admission by Plaintiff that Defendants' defenses in the Action have merit. Except as necessary in a proceeding to enforce or effectuate the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding for any purpose, including, without limitation, to establish any liability or admission on the part of Defendants, to establish or support any contention, or to establish or support the existence of any condition constituting a violation of, or a non-compliance with, federal,

1 state, local or other applicable law.

2 55. **Effective Date Of Defendant's Obligations Under This Agreement.**

3 Defendants' obligations under this Settlement Agreement will become effective only upon
4 the occurrence of the Effective Date. In the event that any of the conditions specified in this
5 Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval
6 of the Court for any reason, all matters covered by this Agreement will be null and void. In such
7 event, this Agreement will be void and of no effect, and neither this Agreement nor any negotiations
8 leading to this Settlement will be used or construed by or against any Party as a determination,
9 admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive,
10 and instead expressly reserve, their respective rights regarding the prosecution and defense of the
11 Action in all respects, including all available defenses and affirmative defenses, and to challenge
12 any claim, as if this Settlement Agreement never existed. Further, in the event this Settlement
13 Agreement does not become effective for any reason, the Parties shall be restored to their respective
14 positions as of the Parties' March 11, 2025 mediation date.

15 56. **Binding Effect of Agreement On Representative Plaintiff and Aggrieved**
16 **Employees.** Upon executing this Agreement, Representative Plaintiff shall be bound by all of the
17 terms herein, and upon the Effective Date, all Aggrieved Employees shall be bound by and subject
18 to this Agreement, including, without limit, the release of claims provided for herein.

19 57. **Stay of Litigation Activity.** Besides the Parties' efforts to effectuate the Settlement
20 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
21 effectuate this Settlement. The Parties further agree, upon the signing of this Agreement, that
22 pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall
23 be extended for the entire period during which this Agreement is signed until Court approval is
24 either granted or denied with prejudice as to the Settlement without further recourse to the Court.

25 58. **Nullification.** If: (1) the Court should for any reason fail to enter the Final Order
26 and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified, or declared or
27 rendered void, then (a) the Settlement Agreement shall become null and void; and (b) the Parties
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1 will revert to their respective positions as of the Parties' March 11, 2025 mediation date.

2 59. **No Publicity.** Plaintiff agrees, and shall direct his counsel not to, discuss with,
3 publicize or promote to the media the terms of this Settlement Agreement (including, but not limited
4 to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement
5 Agreement, and the Settlement Agreement itself. Plaintiff shall not, and shall direct his counsel not
6 to, issue any press release concerning the Action or this Settlement, respond to any press inquiry, or
7 have any communication with the press about this case and/or the fact, amount, or terms of this
8 Settlement, Plaintiff shall not, and shall direct his counsel not to publish any internet or website
9 posting or content identifying, mentioning, or discussing Defendants or Defendants' management
10 personnel. Notwithstanding the foregoing, Plaintiff may disclose the terms of the Settlement
11 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g.,
12 income tax returns, etc.); and (c) to immediate family members, and accountants or other tax
13 professionals for the purpose of preparing tax returns.

14 60. **Entire Agreement.** Excluding the Parties' MOU which forms the basis of this
15 Agreement, this Settlement Agreement constitutes the entire agreement between the Parties, and no
16 oral representations, warranties, covenants or inducements have been made to any party concerning
17 this Settlement Agreement other than the representations, warranties, and covenants contained and
18 memorialized in this Settlement Agreement. For clarity and avoidance of doubt, any prior agreement
19 to arbitrate involving Plaintiff and/or Defendants is not superseded and remains in full force and
20 effect.

21 61. **Authorization To Act.** The Parties hereto warrant and represent that they are
22 authorized to negotiate and agree to this Settlement as provided herein and that they have authorized
23 their respective Counsel to take all appropriate action required or permitted to be taken by such
24 parties pursuant to this Settlement and to otherwise effectuate its terms.

25 62. **Modification Only In Writing.** This Settlement Agreement may be amended or
26 modified only by a written instrument signed by all Parties or their successors in interest.

27 63. **Binding On Successors.** This Settlement Agreement is binding upon and will inure
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to the benefit of the Parties to this Agreement, as well as their assigns and successors in interest.

64. **Governing Law.** All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to conflicts of laws principles.

65. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by the use of electronic signatures which, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves any signed counterparts.

66. **Exhibits.** This Settlement Agreement includes the attached exhibits.

67. **Construction of This Agreement.** The Parties have reached this Settlement Agreement through arms-length negotiations. This Agreement has been drafted and agreed to jointly by the parties hereto. Hence, for purposes of any construction or interpretation of this Settlement Agreement, the Settlement Agreement shall not be construed against any party as the principal drafter of the Settlement Agreement.

68. **Corporate Signatories.** Any person executing this Settlement Agreement or any related document on behalf of a corporate signatory warrants and represents for the benefit of all Parties that such person has been duly authorized by such corporation to execute this Settlement Agreement or any related document.

69. **No Tax Advice.** Nothing contained herein constitutes legal advice regarding the taxability or tax consequences of any amounts paid in connection with the Settlement, nor should anything contained herein be relied upon as such, and PAGA Counsel and Defendants' counsel are not providing representation or advice regarding taxes or any withholding matters in connection with this Settlement, either to Plaintiff or Defendants.

70. **Representation By Counsel.** The Parties acknowledge and agree that each has been represented by counsel and each has been given the opportunity to consult counsel regarding the contents of this Settlement Agreement, and that each has sought the advice of counsel to the extent



each Party believes is necessary to do so prior to entering into this Settlement Agreement.

71. **Attorneys' Fees And Costs.** Except as otherwise expressly provided for in this Settlement Agreement, (a) the Parties will each bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek reimbursement thereof from any Party or Released Party to this Settlement Agreement; (b) any attorneys' fees or costs owed or incurred by Representative Plaintiff or allegedly owing to or recoverable by PAGA Counsel are being paid or will be paid out of the Gross Settlement Amount and there shall not be a payment by Defendants or the Released Parties in addition thereto; and (c) no party hereto shall be considered a "prevailing party" (or similar designation). Provided, however, in the event an action is brought concerning any asserted breach of Defendants' Gross Settlement Amount payment obligations as provided in this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection therewith.

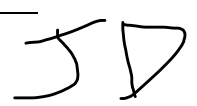
72. **Notice.** Unless otherwise expressly permitted in this Agreement, all required notices or demands between the Parties in connection with this Agreement shall be in writing and sent by United States mail, email, or personal delivery to a Party's counsel of record.

To Plaintiff:

Joseph Lavi, Esq.
 Vincent C. Granberry, Esq.
Lavi & Ebrahimian. LLP
 8889 W. Olympic Blvd., Suite 200
 Beverly Hills, CA 90211
 Email addresses:
 jlavi@lelawfirm.com
 vgranberry@lelawfirm.com

To Defendant Abrisa:

Brian R. Weilbacher
 Benjamin F. Fraser
LightGabler LLP
 760 Paseo Camarillo, Suite 300
 Camarillo, CA 93010
 Email addresses:
 bweilbacher@lightgablerlaw.com
 bfraser@lightgablerlaw.com



To Defendants Real Time and Employbridge:

Sabrina A. Beldner
Andrew W. Russell
McGuireWoods LLP
1800 Century Park East, 7th Floor
Los Angeles, CA 90067
Email addresses:
sbeldner@mcguirewoods.com
arussell@mcguirewoods.com

[SIGNATURE PAGE(S) TO FOLLOW]

JD

1 **IT IS SO AGREED:**

2 Dated: 09/10/2025

PLAINTIFF JOSE DORANTES

3 

4

5

6 Dated:

DEFENDANT ABRISA INDUSTRIAL GLASS, INC.

7

8

9 By:

10 Its:

11 Dated: September 26, 2025 | 1:31 AM EDT

DEFENDANT REAL TIME STAFFING SERVICES,
LLC

12

13 Signed by:

CAB89CFD722E409...

14 By: Gabby Carmelo

15 Its: Regional VP

16 Dated: September 26, 2025 | 1:31 AM EDT

DEFENDANT EMPLOYBRIDGE, LLC

17 Signed by:

CAB89CFD722E409...

18 By: Gabby Carmelo

19 Its: Regional VP

20

21 APPROVED AS TO FORM ONLY:

22 Dated: 09/11/2025

Attorneys for Plaintiff Jose Dorantes and other Aggrieved
Employees

23 

24 By:

25 Lavi & Ebrahimian LLP

26 Joseph Lavi

27 Vincent Granberry

28 Stephen Sloane



1 Dated: September 26, 2025

Attorneys for Defendants Real Time Staffing Services,
LLC, and Employbridge, LLC

2

3

By: 

4

McGuireWoods LLP

5

Sabrina A. Beldner

Andrew W. Russell

6 Dated:

Attorneys for Defendants Abrisa Industrial Glass, Inc.

7

8

By: _____

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LightGabler LLP

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Brian R. Weilbacher

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Benjamin F. Fraser

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JD

1 IT IS SO AGREED:

2 Dated:

PLAINTIFF JOSE DORANTES

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4
5
6 Dated: 17th September 2025

DEFENDANT ABRISA INDUSTRIAL GLASS, INC.

7
8
9 By: C MOUTEMET
Its: Secretary / CFO

10 Dated:

11 DEFENDANT REAL TIME STAFFING SERVICES,
12 LLC

13
14 By:
15 Its:

16 Dated:

DEFENDANT EMPLOYBRIDGE, LLC

17
18 By:
19 Its:

20
21 APPROVED AS TO FORM ONLY:

22 Dated:

Attorneys for Plaintiff Jose Dorantes and other Aggrieved
23 Employees

24 By:

Lavi & Ebrahimian LLP
25 Joseph Lavi
26 Vincent Granberry
27 Stephen Sloane
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Dated: Attorneys for Defendants Real Time Staffing Services, LLC, and Employbridge, LLC

By: _____
McGuireWoods LLP
Sabrina A. Beldner
Andrew W. Russell

Dated: September 26, 2025 Attorneys for Defendants Abrisa Industrial Glass, Inc.

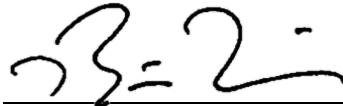
By:  _____
LightGabler LLP
Brian R. Weilbacher
Benjamin F. Fraser

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE DORANTES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

ABRISA INDUSTRIAL GLASS, INC.; REAL
TIME STAFFING SERVICES, LLC;
EMPLOYBRIDGE, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 23STCV01532 (PAGA Action)
(Related Action Case No.: 22STCV36021)
Judge: The Honorable Theresa M. Traber
Department: 1

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

PAGA Complaint Filed: January 24, 2023

[PROPOSED] ORDER AND JUDGMENT

Plaintiff Jose Dorantes (“Plaintiff” or “Representative Plaintiff”), individually on behalf of himself, and on behalf of the State of California and the aggrieved employees, has moved for an order requesting the Court to grant approval of the “Stipulation and Agreement for PAGA Representative Action Settlement” (the “Settlement” or “Settlement Agreement”) seeking to resolve the above-captioned Private Attorneys General Act (“PAGA”) action in its entirety.

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff and his counsel in connection therewith, and good cause appearing therefor, the Court hereby grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

1. Except as otherwise defined in this Order and Judgment, all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as **Exhibit 1** to this Order.

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided due and adequate notice of the Settlement in accordance with applicable law and PAGA, including California Labor Code § 2699(l)(2), (l)(4). In particular, in connection with Representative Plaintiff filing his motion seeking approval of the Settlement with the Court, Representative Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Representative Plaintiff’s notice of the Settlement to the LWDA has complied with the notice requirements of PAGA.

3. The Court has jurisdiction over the subject matter of this litigation, over Representative Plaintiff and all Aggrieved Employees, and over those persons undertaking or subject to affirmative obligations under the Settlement.

4. The Settlement is approved under the PAGA statutes, including Labor Code §2699(s)(2). The Court has considered all relevant factors for determining the fairness and adequacy of the Settlement and has concluded that such factors weigh in favor of granting approval to the Settlement. In particular, the Court finds that the Settlement was reached following meaningful investigation and discovery conducted by PAGA Counsel; that the Settlement is the result of serious, informed, adversarial, and arm’s-length negotiations between the parties; and that the terms of the

Settlement are in all respects fair, adequate, and reasonable.

5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

6. The Court finds and declares that, in accordance with the Settlement Agreement, Representative Plaintiff, on behalf of himself and as the representative for the State of California and all Aggrieved Employees, releases, relinquishes, settles, and discharges all Released PAGA Claims against the Released Parties, including for all civil penalties under PAGA.

7. The Court finds and declares that each Aggrieved Employee, in accordance with the Settlement Agreement, is deemed to release all Released PAGA Claims against the Released Parties. Aggrieved Employees and the State of California have no right to opt out of this Settlement, either in whole or in part.

8. The Gross Settlement Amount and the structure and methodology used for calculation and distribution of the Gross Settlement Amount, including the LWDA Payment, the PAGA Aggrieved Employees Payment, and the Individual PAGA Payments set forth in the Settlement Agreement, are fair, reasonable, and adequate and are approved.

9. The Court approves the Service Award to Representative Plaintiff in the amount of \$1,000.00. The Court authorizes the Settlement Administrator to make this payment, in accordance with the terms of the Settlement Agreement.

10. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The Court awards the Settlement Administrator in this Action fees and costs in accordance with the terms of the Settlement Agreement in the amount of \$5,500.

11. The Court approves Lavi & Ebrahimian, LLP, including its attorneys Joseph Lavi and Vincent Ebrahimian, as PAGA Counsel.

12. The Court awards PAGA Counsel attorneys' fees in the amount of \$29,750 and costs in the amount of \$ [REDACTED] which the Court finds to be fair and reasonable. The Court authorizes the Settlement Administrator to make these payments, in accordance with the terms of the Settlement Agreement.

13. The Court authorizes the Settlement Administrator to calculate the Net Settlement Amount, inclusive of the LWDA Payment and the PAGA Aggrieved Employees Payment (which is comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement Agreement.

14. The Court finds that payment to the LWDA of 75% of the Net Settlement Amount as the LWDA's share of the settlement proceeds and in settlement of the Action is fair, adequate, and reasonable. The Court authorizes the Settlement Administrator to pay the LWDA Payment in accordance with the terms of the Settlement Agreement.

15. The Court finds that payment to the Aggrieved Employees of 25% of the Net Settlement Amount as the Aggrieved Employees' share of the settlement proceeds and in settlement of the Action is fair, adequate, and reasonable. The Court authorizes the Settlement Administrator to fund the PAGA Aggrieved Employees Payment and distribute the Individual PAGA Payments in accordance with the terms of the Settlement Agreement.

16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid for 180 calendar days after the date of issuance. Funds remaining from any checks for Individual PAGA Payments uncashed after 180 calendar days will be transmitted to the California State Controller's Unclaimed Property Fund in the name(s) of the individuals who did not cash their checks timely, in accordance with the terms of the Settlement Agreement.

17. A final accounting and status conference regarding the status of settlement administration and completion shall take place on _____, 2025, at _____. m. in Department 1. A final report from the Settlement Administrator Re: Status of Settlement Administration shall be filed at least ten (10) days prior to the hearing. The report from the Settlement Administrator shall be in the form of a Declaration from the Settlement Administrator, by a declarant with personal knowledge of the facts, and describing: (i) the date the checks for Individual PAGA Payments were mailed to Aggrieved Employees, (ii) the total number of checks mailed, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the holder/location and date of the disposition of those unclaimed funds.

19. In accordance with the Settlement Agreement, nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of Judgment simply represent a compromise of disputed allegations, contentions, and claims. The Court acknowledges that, as stated in the Settlement Agreement, in entering into the Agreement, Defendants have not admitted, and have specifically denied, that Defendants have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; and that, as indicated, the Settlement was entered into by Defendants to avoid the burden and expense of continued litigation.

20. In accordance with, and for the reasons stated above, Judgment is hereby rendered and entered under and in accordance with the terms of the Settlement Agreement, whereby the Representative Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees, shall obtain that which is expressly set forth in the executed Settlement Agreement and in conformance with the Court's approval Order. This Judgment, upon the effectiveness of the releases of claims provided for in the Settlement, shall constitute a full and complete bar against Representative Plaintiff, the Aggrieved Employees, and the State of California as to all of the claims released by the Settlement and shall be res judicata and collateral estoppel with respect to such released claims.

21. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the California Rules of Court and in accordance with the Settlement Agreement, this Court reserves exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved Employees, and Defendants in the Action, for the purpose of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the Court's

1 approval Order and Judgment in the Action.

2 22. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
3 10 days of the date of this Order and Judgment.

4 **IT IS SO ORDERED:**

5 DATED: _____, 2025

The Honorable Theresa M. Traber
Judge of The Superior Court

EXHIBIT B

Exhibit B

[Date], 2025

ILYM Group, Inc.

[ILYM Group, Inc. Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Jose Dorantes v. Abrisa Industrial Glass, Inc., et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendants Abrisa Industrial Glass, Inc. (including its affiliate ZC&R Coating for Optics, Inc.) (“Abrisa”) and Real Time Staffing Services, LLC (“Real Time”) indicate that you worked at Abrisa at some time from November 14, 2021 through May 10, 2025. This notice relates to the settlement of a lawsuit entitled *Jose Dorantes v. Abrisa Industrial Glass, Inc., et al.*, Case No. 23STCV01532 (the “Action”).

In the Action, Plaintiff Jose Dorantes (“Plaintiff”) made allegations and sought civil penalties against defendants Abrisa, Real Time, and Employbridge, LLC (“Employbridge”) (collectively, “Defendants”) pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiff made a variety of allegations in connection with his PAGA claim, including, for example: alleging failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to timely pay earned wages during employment; failure to provide complete and accurate itemized wage statements; and failure to timely pay all earned wages at time of separation.

Defendants Have Disputed and Denied All of Plaintiff’s Claims and Allegations: From the beginning of the case and to the present, Defendants Abrisa, Real Time, and Employbridge have disputed and denied Plaintiff’s allegations, have asserted that Plaintiff’s claims are without basis and invalid, and have asserted that Defendants have complied with the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendants chose to resolve this matter solely to minimize the expense and disruption to their business caused by Plaintiff’s Action.

The Court has not issued any ruling regarding whether Plaintiff’s Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendants made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendants agreed to and the Court has approved a settlement under which Defendants paid, in total, the settlement amount of \$85,000. In

accordance with the Court's approval, the settlement amount is being distributed to pay for PAGA Counsel's attorneys' fees and costs, Representative Plaintiff's service award, settlement administration costs, and payments to the State of California and Defendants' employees. After deducting fees and costs and the service award, the Net Settlement Amount of \$XXXX is being distributed to the State of California and current and former employees of Defendants.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The Net Settlement Amount is divided, as provided by law, between the State of California and Defendants' allegedly aggrieved employees, with the State receiving 75 percent of the penalties and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, on behalf of the State of California, the "Aggrieved Employees," and himself fully, finally, and forever released, relinquished, settled, and discharged all "Released PAGA Claims" against the "Released Parties."

"Aggrieved Employees" means: "all current and former non-exempt employees employed by Defendants in California during the PAGA Period (November 14, 2021 through May 10, 2025) who performed work at Abrisa."

"Released PAGA Claims" means: "the PAGA claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties arising out of or relating to the employment of Plaintiff or the Aggrieved Employees during the PAGA Period that were alleged in the Operative Complaint and PAGA Notice or that reasonably could have been alleged based on the facts stated in the Operative Complaint or in the PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) failure to provide complete and accurate itemized wage statements, (7) failure to timely pay all earned wages at time of separation and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the PAGA Notice or in the Operative Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties independent of penalties under PAGA."

"Released Parties" means: "Defendants, ZC&R Coating for Optics, Inc. ("ZC&R"), and their respective former and current parents, representatives, agents, subsidiaries, directors, owners, shareholders, officers, members, employees, and attorneys, and each of them acting in concert with the foregoing."

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with Abrisa, Real Time, or Employbridge. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, [REDACTED] at [REDACTED].

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOSE DORANTES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

ABRISA INDUSTRIAL GLASS, INC.; REAL
TIME STAFFING SERVICES, LLC;
EMPLOYBRIDGE, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 23STCV01532 (PAGA Action)
(Related Action Case No.: 22STCV36021)

Judge: The Honorable Theresa M. Traber
Department: 1

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

PAGA Complaint Filed: January 24, 2023

1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between plaintiff Jose Dorantes, and defendants Abrisa Industrial Glass, Inc.,
3 Real Time Staffing Services, LLC, and Employbridge, LLC. The parties hereto agree that the above-
4 captioned action shall be settled on the terms and conditions set forth in this Agreement, subject to
5 the approval of the Court pursuant to Labor Code section 2699(l) of the Private Attorneys General
6 Act of 2004, (Labor Code §§ 2698, *et seq.*) (“PAGA”).

7 **DEFINITIONS**

8 The following terms have the following definitions as used herein:

9 1. “**Abrisa**” means Defendant Abrisa Industrial Glass, Inc. (including its affiliate
10 ZC&R Coating for Optics, Inc.).

11 2. “**Action**” means the above-captioned PAGA action, *Jose Dorantes v. Abrisa*
12 *Industrial Glass, Inc., et al.*, Case No. 23STCV01532, including the original complaint and any
13 subsequent amendments thereto.

14 3. “**Aggrieved Employees**” means all current and former non-exempt employees
15 employed by Defendants in California during the PAGA Period (November 14, 2021 through May
16 10, 2025) who performed work at Abrisa.

17 4. “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this Stipulation
18 and Agreement for PAGA Representative Action Settlement.

19 5. “**Court**” means the Superior Court of the State of California in and for the County
20 of Los Angeles.

21 6. “**Defendants**” means defendants Abrisa, Real Time, and Employbridge.

22 7. “**Effective Date**” means the date by when the following have occurred: (a) the Court
23 has approved the Settlement as provided in this Agreement and entered judgment on its final order
24 approving the PAGA Settlement; and (b) the judgment is final. The judgment will be final either:
25 (1) sixty-five (65) days after the notice of entry of judgment is filed, if no motions for reconsideration
26 and no appeals or other efforts to obtain review have been filed; or (2) in the event that a motion for
27 reconsideration, an appeal, or other effort to obtain review of the judgment approving the settlement
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1 has been filed, the date sixty-five (65) days after such reconsideration, appeal, or review has been
2 resolved in favor of the settlement and no other appeal, writ or other appellate court review is
3 possible. In the event any appeal or other challenge is filed concerning the Settlement,
4 administration of the Settlement shall cease and be stayed pending final resolution of such appeal
5 or challenge without reversal or modification to the Settlement and judgment.

6 8. **“Employbridge”** means Defendant Employbridge, LLC.

7 9. **“Final Order and Judgment”** means the order granting approval of the Settlement
8 and entering Judgment by the Court, substantially in the form (*i.e.* without material change) as
9 attached to this Agreement as **Exhibit A**.

10 10. **“Gross Settlement Amount”** is Eighty-Five Thousand Dollars (**\$85,000**), and is all-
11 inclusive, which means it is the total amount Defendants are obligated to pay under the PAGA
12 Settlement (except as provided in the paragraph below titled, “PAGA Pay Period Information and
13 Escalator Clause”), including, without limitation: the Net Settlement Amount; Representative
14 Plaintiff Service Award as approved by the Court; Settlement Administration Costs as approved by
15 the Court; and PAGA Counsel’s Attorneys’ Fees and Costs as approved by the Court.

16 11. **“Individual Action”** means the related, non-PAGA case of *Jose Dorantes v. Abrisa*
17 *Industrial Glass, Inc.; Real Time Staffing Services, LLC, and Employbridge, LLC*, Case No.
18 23STCV36021, which was initially filed as a putative class action and now involves only Plaintiff’s
19 individual claims following the Court’s May 3, 2023 dismissal of Plaintiff’s class action allegations
20 pursuant to a stipulation between the Parties.

21 12. **“Individual PAGA Payment”** means an individual Aggrieved Employee’s pro rata
22 share of the PAGA Aggrieved Employees Payment.

23 13. **“LWDA Payment”** means the payment to the California Labor Workforce and
24 Development Agency in an amount equal to 75% of the Net Settlement Amount.

25 14. **“Net Settlement Amount”** mean the Gross Settlement Amount less all of the
26 following: PAGA Counsel’s Attorneys’ Fees and Costs, Representative Plaintiff’s Service Award,
27 and Settlement Administration Costs. The Net Settlement Amount comprises, and shall be used, as
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1 the monetary amount to fund the LWDA Payment and the PAGA Aggrieved Employees Payment.

2 15. **“Operative Complaint”** means the Complaint filed in the Action on January 24,
3 2023.

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

6 17. **“PAGA Aggrieved Employees Payment”** means the payment of 25% of the Net
7 Settlement Amount, which shall be distributed among and paid to the Aggrieved Employees on a
8 pro rata basis in connection with this Settlement of the PAGA Claim.

9 18. **“PAGA Claim”** means Representative Plaintiff’s individual claim and
10 representative claim on behalf of himself and the Aggrieved Employees for civil penalties under
11 PAGA, as alleged in the Action and in Representative Plaintiff’s PAGA Notice sent to the Labor
12 and Workforce Development Agency, dated November 14, 2022.

13 19. **“PAGA Counsel”** means the law firm of Lavi & Ebrahimian, LLP, including its
14 attorneys Joseph Lavi and Vincent Ebrahimian.

15 20. **“PAGA Counsel’s Attorneys’ Fees and Costs”** means the amounts awarded by the
16 Court as PAGA Counsel’s reasonable attorneys’ fees and expenses in connection with prosecuting
17 the Action.

18 21. **“PAGA Notice”** means the Labor and Workforce Development Agency notice letter
19 submitted by Plaintiff on or about November 14, 2022.

20 22. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee
21 worked for Defendants and performed work at Abrisa for at least one day during the PAGA Period.

22 23. **“PAGA Period”** means the period from November 14, 2021 through May 10, 2025.

23 24. **“Parties”** means Plaintiff and Representative Plaintiff Jose Dorantes, and
24 Defendants Abrisa, Real Time, and Employbridge.

25 25. **“Plaintiff”** or **“Representative Plaintiff”** means Plaintiff Jose Dorantes.

26 26. **“Real Time”** means Defendant Real Time Staffing Services, LLC.

27 27. **“Released PAGA Claims”** means the PAGA claims, demands, rights, liabilities,
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1 debts, primary rights, claims for relief, and causes of action for PAGA penalties arising out of or
2 relating to the employment of Plaintiff or the Aggrieved employees during the PAGA Period that
3 were alleged in the Operative Complaint and PAGA Notice or that reasonably could have been
4 alleged based on the facts stated in the Operative Complaint or in the PAGA Notice, including all
5 PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure
6 to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5)
7 failure to timely pay earned wages during employment, (6) failure to provide complete and accurate
8 itemized wage statements, (7) failure to timely pay all earned wages at time of separation and (8)
9 all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code
10 §§ 2698 et seq. based on the facts or claims alleged in the PAGA Notice or in the Operative
11 Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period. The
12 Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory
13 penalties independent of penalties under PAGA.

14 28. **"Released Parties"** means Defendants, ZC&R Coating for Optics, Inc. ("ZC&R"),
15 and their respective former and current parents, representatives, agents, subsidiaries, directors,
16 owners, shareholders, officers, members, employees, and attorneys, and each of them acting in
17 concert with the foregoing.

18 29. **"Representative Plaintiff"** or **"Plaintiff"** means Plaintiff Jose Dorantes.

19 30. **"Representative Plaintiff Service Award"** means the amount the Court authorizes
20 to be paid to Plaintiff, up to \$1,000, as compensation for Plaintiff initiating the Action and serving
21 as the Representative Plaintiff and for the settlement and release of Plaintiff's PAGA Claim as
22 provided herein.

23 31. **"Settlement Administrator"** shall mean ILYM or such other neutral third-party
24 administrator agreed to by the Parties, subject to approval by the Court.

25 **RECITALS**

26 32. Plaintiff alleges that, on or about November 14, 2022, Plaintiff and PAGA Counsel
27 sent the PAGA Notice and administrative exhaustion letter to the Labor and Workforce
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1 Development Agency (“LWDA”), serving a copy on Defendants.

2 33. On or about January 24, 2023, Plaintiff filed his PAGA Complaint in Los Angeles
3 County Superior Court, in the case entitled *Jose Dorantes v. Abrisa Industrial Glass, Inc., et al.*,
4 (Case No. 23STCV01532).

5 34. Plaintiff’s Action alleges a PAGA claim for civil penalties and seeks an award of
6 reasonable attorneys’ fees and costs.

7 35. The Parties have conducted a thorough investigation into the facts of the Action and
8 various related matters and through formal and informal discovery. Defendants have provided
9 extensive data and information, as well as pertinent documents, relating to the underlying alleged
10 violations. On March 11, 2025, the Parties attended a full-day mediation with mediator Kevin T.
11 Barnes, Esq., and in connection with the mediation, the Parties reached a settlement in principle
12 concerning material terms of this settlement. Following this, the Parties entered into a binding
13 Memorandum of Understanding (the “MOU”), which was signed by all Parties as of June 5, 2025,
14 and the MOU forms the basis of the present Agreement. The Parties understand, acknowledge, and
15 agree that this Settlement constitutes a compromise of the present PAGA Claim, and that it is the
16 desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim on
17 the terms set forth herein.

18 36. The Parties enter into this Settlement Agreement on a conditional basis with the
19 understanding that Court approval of the Settlement is necessary. In the event the Court does not
20 enter a Final Order and Judgment as set forth in this Settlement Agreement, this Settlement
21 Agreement will be deemed null and void ab initio and will be of no force or effect whatsoever, and
22 will not be referred to, utilized, or admissible for any purpose whatsoever, including as an admission
23 of anything, or as a waiver of any objections, arguments, or positions in connection with the Action.

24 37. Defendants deny and have denied all of the claims in the Action, and do not waive,
25 but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal,
26 procedural and factual grounds should this Settlement Agreement not become effective or final.
27 Defendants dispute and deny any and all liability, violations, or other improper conduct in
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1 connection with the Action, and maintain that they have at all times complied with all relevant laws
2 and obligations and have not engaged in any illegal or otherwise actionable conduct with respect to
3 Plaintiff or any other allegedly aggrieved employees. Defendants have entered into this Settlement
4 Agreement to resolve the dispute or disputes that have arisen with Plaintiff (including, without limit,
5 the Action), and to avoid the burden and expense of litigation. If for any reason the Court does not
6 approve this Settlement, Defendants reserve all rights, privileges, positions and defenses in
7 connection with the Action, and Plaintiff reserves all rights to contest the same.

8 38. The Parties stipulate and agree to the following terms of this Settlement Agreement
9 with the intent that this Settlement Agreement resolves and releases the PAGA Claim.

10 **TERMS AND CONDITIONS**

11 39. **Settlement Payments and Calculation of Claims**. Subject to final Court approval
12 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
13 promises set forth in this Agreement, Defendants agree to pay their respective share of the Gross
14 Settlement Amount (\$85,000) (except as provided in the paragraph below titled, “PAGA Pay Period
15 Information and Escalator Clause”) in full and final settlement of the Action on an individual and
16 representative PAGA basis as provided herein:

- 17 a. Defendant Abrisa is obligated to pay Seventy-Seven Thousand, Five Hundred
18 Dollars (\$77,500.00); and
19 b. Defendant Real Time is obligated to pay Seven Thousand, Five Hundred Dollars
20 (\$7,500.00).

21 The Gross Settlement Amount will be used to fully fund and pay for the Settlement
22 including for, as described below, payment of PAGA Counsel’s attorney fees, PAGA Counsel’s
23 litigation costs and expenses, the Representative Plaintiff Service Award, the Settlement
24 Administration Costs, the LWDA Payment, and the PAGA Aggrieved Employees Payment. The
25 Gross Settlement Amount shall be an all-in payment with no reversion to Defendants.

26 40. The following table summarizes the estimated allocation and distribution of the
27 Gross Settlement Amount as provided for and proposed under the Settlement:
28

- PAGA Counsel reasonable attorneys' fees, not to exceed: **\$29,750** (except as provided in Paragraph 50 below) (35% of Gross Settlement Amount)
- PAGA Counsel reasonable, documented costs, not to exceed: **\$20,000**
- Representative Plaintiff Jose Dorantes' Service Award, not to exceed: **\$1,000**
- Settlement Administration Costs, not to exceed **\$5,500**
- After deduction of above amounts from Gross Settlement Amount, the Net Settlement Amount (*i.e.* the total of the LWDA Payment and PAGA Aggrieved Employees Payment, to be distributed to the LWDA and Aggrieved Employees) is: **\$28,750**
 - **\$21,562.50** for the LWDA Payment ($\$28,750 \times 75\% = 21,562.50$)
 - **\$7,187.50** for the PAGA Aggrieved Employees Payment ($\$28,750 \times 25\% = \$7,187.50$)

41. **Apportionment of Gross Settlement Amount.** Subject to Court approval and the conditions specified in this Agreement, the Gross Settlement Amount shall be apportioned as follows:

a. **PAGA Counsel Fees Payment:** Defendants will not oppose Plaintiff's request for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$29,750. In the event that the escalator clause described below is triggered and the Gross Settlement Amount is increased, the amount of PAGA Counsel's fees may increase in order to remain thirty-five percent (35%) of the Gross Settlement Amount.

b. **PAGA Counsel Litigation Expenses Payment:** Defendants will not oppose Plaintiff's request for reimbursement of reasonable, documented litigation costs, which will be paid from the Gross Settlement Amount. Any requested litigation costs not approved by the Court or any unused funds associated with a cost request will be allocated to the Net Settlement Amount.

c. **Representative Plaintiff Service Award:** Defendants will not oppose Plaintiff's request for a service award up to \$1,000. Any portion of a service award not approved by the Court will revert to the Net Settlement Amount.

d. **Settlement Administration Costs:** The Settlement Administrator's Settlement Administration Costs shall be paid from the Gross Settlement Amount and are estimated to

1 be \$5,500. Any portion of requested Settlement Administration Costs not approved by the
2 Court will be allocated to the Net Settlement Amount.

3 e. PAGA Penalties Payments: Subtracting the payments above from the Gross
4 Settlement Amount, as determined and approved by the Court, the Net Settlement Amount
5 that remains will be allocated to the PAGA Penalties as follows:

6 i. LWDA Payment: 75% of the Net Settlement Amount will be paid to the
7 LWDA as provided under Labor Code section 2699, subd. (i).

8 ii. PAGA Aggrieved Employees Payment: 25% of the Net Settlement Amount
9 will be allocated to the PAGA Aggrieved Employees Payment, and that
10 amount will be distributed to each Aggrieved Employee as Individual PAGA
11 Payments in pro rata shares calculated based on the number of PAGA Pay
12 Periods worked by an Aggrieved Employee during the PAGA Period.

13 f. The Parties agree that the Court's ruling concerning PAGA Counsel's application for
14 attorney fees and costs, the Representative Plaintiff Service Award, or the Settlement
15 Administration Costs payment (whether awarded as requested or altered at the discretion of
16 the Court) shall not affect the enforceability of this Agreement, or the ability of the Court to
17 otherwise approve the Settlement. Any amount requested, but not awarded by the Court,
18 shall be included with the Net Settlement Amount and be distributed to the LWDA and
19 Aggrieved Employees as provided herein.

20 g. Net Settlement Amount Distribution: After deducting Court approved PAGA
21 Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the
22 Representative Plaintiff Service Award from the Gross Settlement Amount, the remaining
23 amount will comprise the Net Settlement Amount. The Net Settlement Amount is comprised
24 of the LWDA Payment and the PAGA Aggrieved Employees Payment. The Net Settlement
25 Amount of approximately \$28,750 shall be allocated 75% to the LWDA Payment, which is
26 estimated to total \$21,562.50 (\$28,750 x 75%). The remaining 25% of the Net Settlement
27 Amount, estimated to total \$7,187.50 (\$28,750 x 25%), shall be allocated to the PAGA
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Aggrieved Employees Payment and shall be paid to the Aggrieved Employees as Individual
PAGA Payments on a *pro rata* basis as noted below.

As an example for illustrative purposes only:

Aggrieved Employee A was actively employed by Defendants and working at Abrisa
during the PAGA Period for 25 PAGA Pay Periods. All Aggrieved Employees were
similarly employed for a combined total of 1,000 PAGA Pay Periods during the PAGA
Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as
follows:

- 25 PAGA Pay Periods for Aggrieved Employee A ÷ 1,000 total PAGA Pay
Periods for all Aggrieved Employees = 0.025%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an
amount that is 0.025% of the PAGA Aggrieved Employees Payment.
Individual PAGA Payments will be rounded to the nearest penny with .5
rounded up.

h. Taxes and Reporting: Individual PAGA Payments will be treated as non-wage
penalty income to the Aggrieved Employees and reported by the Settlement Administrator
on IRS Form 1099-MISC. Any payment to PAGA Counsel for attorney fees or costs will be
treated and reported by the Settlement Administrator as IRS Form 1099-MISC income to
PAGA Counsel.

42. **Release By Representative Plaintiff, Aggrieved Employees and the State of
California.**

a. Terms Of Release: Upon the Effective Date and each Defendant fully
funding its respective portion of the Gross Settlement Amount, Plaintiff – in his individual capacity
and on behalf of the State of California and the LWDA and the Aggrieved Employees – shall
completely release and discharge each such paying Defendant and the Released Parties of the
Released PAGA Claims. The Aggrieved Employees and the State of California are deemed by
operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim

1 against any of Defendants or the Released Parties for any Released PAGA Claims.

2 b. No Opt-Outs. Aggrieved Employees and the State of California shall have no
3 right to opt out of this Settlement, either in whole or in part.

4 c. No Claims Based On Stipulation And Agreement. No Aggrieved Employee
5 shall have any claim against any of the Released Parties, Defendants' counsel, the Representative
6 Plaintiff, or PAGA Counsel, based on the Settlement Administrator's errors in administering claims
7 or performing the mailing and skip-tracing requirements of the Settlement Administrator under this
8 Agreement.

9 43. No Other Actions or Claims. By executing this Agreement, Representative Plaintiff
10 represents, warrants, and confirms that, besides the Individual Action (Case No. 23STCV36021),
11 Representative Plaintiff has no other filed or unfiled individual or representative claim or charge of
12 any type (whether class, collective, PAGA, or otherwise) against Defendants or the Released Parties.

13 44. **Request For Final Order And Judgment.**

14 a. Upon execution of this Agreement, Representative Plaintiff shall
15 promptly file a motion or application with the Court requesting approval of this Settlement which
16 shall include submitting the proposed Final Order and Judgment attached hereto as **Exhibit A**.

17 b. On the date Representative Plaintiff files the motion or application
18 discussed in this paragraph, Plaintiff will also provide notice and advise the LWDA of the
19 Settlement in accordance with PAGA, including, without limit, submitting to the LWDA this
20 Agreement. Plaintiff's notice and advisements of the Settlement to the LWDA shall also otherwise
21 comply with the notice / settlement requirements of PAGA.

22 45. **No Right to Opt Out / Waiver of Appeal.** Representative Plaintiff, Aggrieved
23 Employees, and the State of California shall have no right to opt out of this Settlement, either in
24 whole or in part. Any Aggrieved Employee who does not timely submit an objection to the
25 Settlement waives any and all rights to appeal from or challenge the Final Order and Judgment,
26 including all rights to any post-judgment proceeding and appellate proceeding such as a motion to
27 vacate the judgment, motion for new trial, and extraordinary writs. This waiver does not include a
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1 waiver of the right to oppose any appeals, appellate proceedings or post judgment proceedings, if
2 any.

3 46. **PAGA List Transmittal.** On or before 7 days after the Effective Date, Defendants
4 Abrisa and Real Time will each provide a PAGA list to the Settlement Administrator which will be
5 based on each Defendant's respective records identifying the Aggrieved Employees by name, Social
6 Security number, and last known mailing address, and identify the number of PAGA Pay Periods
7 worked by each Aggrieved Employee during the PAGA Period. Abrisa shall send its list of
8 Aggrieved Employees who worked as direct employees for Abrisa (including its affiliate ZC&R
9 Coating for Optics, Inc.) during the PAGA Period, and Real Time shall send its list of Aggrieved
10 Employees who were staffed by Real Time to work at Abrisa during the PAGA Period. Defendants
11 shall compile the information comprising the PAGA list in good faith and if a Defendant discovers
12 the PAGA list has omitted or provided incorrect information regarding any Aggrieved Employee,
13 such Defendant shall provide complete or corrected information to the Settlement Administrator as
14 soon as reasonably feasible in order to facilitate proper settlement administration. In observance of
15 and to protect the privacy interests of Aggrieved Employees, the Settlement Administrator shall
16 preserve and maintain the confidentiality of the PAGA lists transmitted by each Defendant.

17 47. **Settlement Funding and Payment Date.**

18 a. On or before 7 days after the Effective Date, the Settlement
19 Administrator shall send Defendants' counsel instructions for Defendants Abrisa and Real Time to
20 fund and pay their respective portions of the Gross Settlement Amount by wire and/or check
21 payment, as each Defendant may elect.

22 b. On or before 14 days after the Effective Date, Defendants Abrisa and
23 Real Time shall each pay their respective portion of the Gross Settlement Amount by transmitting
24 the funds in accordance with the Settlement Administrator's instructions. Defendants' payment
25 obligations are independent of the other; that is, Defendant Abrisa and Defendant Real Time have
26 independent payment obligations to make their respective payments, not a joint and several
27 obligation with the other to pay the total Gross Settlement Amount.

1 Provided, however, if the total Gross Settlement Amount is not fully funded
2 in accordance with the terms herein, Plaintiff shall have the option to terminate this Settlement in
3 its entirety by providing 14 calendar days' notice that Plaintiff intends to terminate the Settlement
4 based upon such nonpayment. In such event, either or both Defendants can prevent termination of
5 the Settlement by fully funding the Settlement in accordance with the terms herein within 10 days
6 of such notice. In the event a termination of the Settlement occurs, the Parties will be restored to
7 their respective positions as of the March 11, 2025 mediation date.

8 48. **Aggrieved Employee Payments.** On or before 14 days after Defendants transmit
9 their respective payments of the Gross Settlement Amount to the Settlement Administrator, the
10 Settlement Administrator shall issue following payments:

11 a. Mailing Payments to Aggrieved Employees: The Settlement
12 Administrator will mail to each Aggrieved Employee, via first-class United States Mail, their
13 Individual PAGA Payment check with the PAGA Settlement Notice to Aggrieved Employees,
14 substantially in the form as attached hereto as **Exhibit B** to this Agreement, in English and Spanish.
15 The amount of such payment will be calculated as provided above and paid from the PAGA
16 Aggrieved Employees Payment. Prior to mailing, the Settlement Administrator shall update all
17 addresses of Aggrieved Employees using the National Change of Address System (NCOA). In the
18 event that a mailing to an Aggrieved Employee is returned to the Settlement Administrator with a
19 forwarding address, the Settlement Administrator shall re-send the mailing to the forwarding
20 address identified within 7 days of receiving a returned check. If no forwarding address is provided,
21 then the Settlement Administrator will promptly conduct a "standard search," sometimes called,
22 "Skip Trace" or "Credit Header" searches, to locate a better address. If a better address is found,
23 the Settlement Administrator will promptly re-send the mailing to such better address within 7 days
24 of receiving a returned check. If a better address is not found or the mailing to such Aggrieved
25 Employee is ultimately returned without a forwarding address, neither the Settlement Administrator,
26 Defendants, Defendants' counsel, nor Plaintiff shall be required to take further action.

27 b. Aggrieved Employees shall have 180 calendar days after the date the
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1 Individual PAGA Payment check is mailed to them to cash their settlement payment checks. If any
2 Aggrieved Employee's check is not cashed within that period, the settlement payment check will be
3 voided and a stop-payment will be issued. Neither Defendants, Defendants' counsel, nor Plaintiff
4 shall have any liability for lost or stolen settlement payment checks, forged signatures on settlement
5 payment checks, unauthorized negotiation of settlement payment checks, or failure to timely cash a
6 settlement payment check within the 180 day period. If requested by an Aggrieved Employee prior
7 to the void date, the Settlement Administrator shall promptly send a replacement check to any
8 Aggrieved Employee whose original check was lost or misplaced and was not cashed; provided,
9 however, Defendants shall not be responsible for bank fees or other costs, if any, associated with
10 the issuance or delivery of a replacement check.

11 c. Any unpaid cash residue or unclaimed Aggrieved Employee funds
12 representing uncashed and voided Individual PAGA Payment checks, plus any accrued interest that
13 has not otherwise been distributed pursuant to order of the Court, shall be transmitted to the
14 California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

15 49. **Payments of the LWDA Payment, Service Award, and Attorneys' Fees and**
16 **Costs.** On or before 14 days after Defendants' respective payments of the Gross Settlement Amount
17 to the Settlement Administrator, the Settlement Administrator shall issue following payments:

18 a. The Settlement Administrator shall pay the LWDA Payment from the
19 Net Settlement Amount by issuing a check in the amount approved by the Court for such LWDA
20 Payment, payable to the "California Labor Workforce and Development Agency."

21 b. The Settlement Administrator shall pay from the Gross Settlement
22 Amount the Representative Plaintiff Service Award as approved and awarded by the Court. The
23 payment will be made by sending to PAGA Counsel a check payable to "Jose Dorantes" in the
24 amount of the Court-approved Representative Plaintiff Service Award. PAGA Counsel shall
25 provide the Settlement Administrator with a completed Form W-9 for the Representative Plaintiff.
26 The Settlement Administrator will issue an IRS Form 1099-MISC in connection with the payment
27 of the Representative Plaintiff Service Award.

1 c. The Settlement Administrator shall pay from the Gross Settlement
2 Amount to PAGA Counsel the PAGA Counsel's Attorneys' Fees and Costs as approved and
3 awarded by the Court. PAGA Counsel shall provide the Settlement Administrator with a completed
4 Form W-9 for PAGA Counsel.

5 50. **PAGA Pay Period Information and Escalator Clause.** It is estimated that there
6 were approximately 158 Aggrieved Employees who worked an approximate total of 8,492 PAGA
7 Pay Periods from November 14, 2021 to March 11, 2025, with 7,883 of such Pay Periods worked
8 by Defendant Abrisa direct employees and 609 such Pay Periods worked by Defendant Real Time
9 staffed employees. If the number of PAGA Pay Periods during such period (November 14, 2021 to
10 March 11, 2025) exceeds the respective figures above (*i.e.* 7883 or 609) by greater than 10% (*i.e.*
11 exceeds 8,671 or 670, respectively), then such Defendant whose applicable Pay Periods have
12 increased by greater than 10% shall increase its Gross Settlement Amount payment portion, pro rata,
13 based on the number of additional Pay Periods attributable to such Defendant. In other words, if
14 Abrisa's Pay Period number is 1% greater than 8,671, then Defendant Abrisa shall increase its Gross
15 Settlement Amount payment portion by 1%. Similarly, if Defendant Real Time's Pay Period number
16 is 1% greater than 670, then Defendant Real Time shall increase its Gross Settlement Amount
17 payment portion by 1%.

18 51. **Deadlines.** If any deadline specified in this Agreement falls on a Saturday, Sunday,
19 or Court holiday, the deadline will be automatically extended to the next regular business day.
20 Unless specified otherwise, all references to "days" shall mean calendar days.

21 52. **Enforcement And Continuing Jurisdiction Of The Court.** Following entry of the
22 Final Order and Judgment, this Court shall have and retain continuing jurisdiction over the Action
23 and over the Parties and the Aggrieved Employees, to the fullest extent necessary and in
24 conformance with applicable law to enforce and effectuate the terms of this Settlement Agreement
25 and the matters provided for in it.

26 53. **Mutual Full Cooperation.** The Parties shall cooperate with each other in accordance
27 with the terms of this Settlement Agreement and use their best efforts, in good faith, to implement
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1 the Settlement and obtain Court approval thereof. PAGA Counsel shall provide to Defendants'
2 Counsel via email PAGA Counsel's motion and related materials seeking approval of the Settlement
3 ten calendar days before the filing thereof for Defendants' counsel's review and comment and
4 Defendants' counsel shall provide their comments, if any, within 5 calendar days thereafter. If the
5 Parties disagree on the motion for approval of this Settlement and/or the supporting declarations and
6 documents, the Parties will expeditiously work together, by and through their respective Counsel,
7 and use their best efforts, in good faith, to resolve such disagreement. In the event the Parties are
8 unable to agree upon the form or content of any document necessary to implement the Settlement,
9 the Parties may seek the assistance of either the mediator and/or the Court in an effort to facilitate
10 resolution.

11 54. **Non-Admission of Liability.** Defendants have entered into this Agreement to
12 resolve the dispute that has arisen in connection with the Action and to avoid the burden and expense
13 of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically
14 deny, that Defendants have violated any federal, state, or local law; violated any regulations or
15 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
16 requirements; violated or breached any duty; engaged in any misrepresentation or deception; or
17 engaged in any other unlawful conduct with respect to the Action. Defendants dispute and deny that
18 Plaintiff's Action is suitable for representative action treatment. Neither this Agreement, nor any
19 of its terms or provisions, nor any of the negotiations connected with it, shall be used or construed
20 as an admission or concession by Defendants with respect to any allegation of Plaintiff, with respect
21 to any alleged violations or failures to comply with any applicable law, or as an admission or
22 concession in any other respect, nor as an admission by Plaintiff that Defendants' defenses in the
23 Action have merit. Except as necessary in a proceeding to enforce or effectuate the terms of this
24 Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence
25 in any action or proceeding for any purpose, including, without limitation, to establish any liability
26 or admission on the part of Defendants, to establish or support any contention, or to establish or
27 support the existence of any condition constituting a violation of, or a non-compliance with, federal,
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1 state, local or other applicable law.

2 55. **Effective Date Of Defendant's Obligations Under This Agreement.**

3 Defendants' obligations under this Settlement Agreement will become effective only upon
4 the occurrence of the Effective Date. In the event that any of the conditions specified in this
5 Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain approval
6 of the Court for any reason, all matters covered by this Agreement will be null and void. In such
7 event, this Agreement will be void and of no effect, and neither this Agreement nor any negotiations
8 leading to this Settlement will be used or construed by or against any Party as a determination,
9 admission, or concession of any issue of law or fact in the litigation; and the Parties do not waive,
10 and instead expressly reserve, their respective rights regarding the prosecution and defense of the
11 Action in all respects, including all available defenses and affirmative defenses, and to challenge
12 any claim, as if this Settlement Agreement never existed. Further, in the event this Settlement
13 Agreement does not become effective for any reason, the Parties shall be restored to their respective
14 positions as of the Parties' March 11, 2025 mediation date.

15 56. **Binding Effect of Agreement On Representative Plaintiff and Aggrieved**
16 **Employees.** Upon executing this Agreement, Representative Plaintiff shall be bound by all of the
17 terms herein, and upon the Effective Date, all Aggrieved Employees shall be bound by and subject
18 to this Agreement, including, without limit, the release of claims provided for herein.

19 57. **Stay of Litigation Activity.** Besides the Parties' efforts to effectuate the Settlement
20 as provided herein, litigation activity shall otherwise cease during the period the Parties seek to
21 effectuate this Settlement. The Parties further agree, upon the signing of this Agreement, that
22 pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall
23 be extended for the entire period during which this Agreement is signed until Court approval is
24 either granted or denied with prejudice as to the Settlement without further recourse to the Court.

25 58. **Nullification.** If: (1) the Court should for any reason fail to enter the Final Order
26 and Judgment; or (2) the Court's Final Order and Judgment is reversed or modified, or declared or
27 rendered void, then (a) the Settlement Agreement shall become null and void; and (b) the Parties
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1 will revert to their respective positions as of the Parties' March 11, 2025 mediation date.

2 59. **No Publicity.** Plaintiff agrees, and shall direct his counsel not to, discuss with,
3 publicize or promote to the media the terms of this Settlement Agreement (including, but not limited
4 to, the Gross Settlement Amount), the negotiations leading to the execution of this Settlement
5 Agreement, and the Settlement Agreement itself. Plaintiff shall not, and shall direct his counsel not
6 to, issue any press release concerning the Action or this Settlement, respond to any press inquiry, or
7 have any communication with the press about this case and/or the fact, amount, or terms of this
8 Settlement, Plaintiff shall not, and shall direct his counsel not to publish any internet or website
9 posting or content identifying, mentioning, or discussing Defendants or Defendants' management
10 personnel. Notwithstanding the foregoing, Plaintiff may disclose the terms of the Settlement
11 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (e.g.,
12 income tax returns, etc.); and (c) to immediate family members, and accountants or other tax
13 professionals for the purpose of preparing tax returns.

14 60. **Entire Agreement.** Excluding the Parties' MOU which forms the basis of this
15 Agreement, this Settlement Agreement constitutes the entire agreement between the Parties, and no
16 oral representations, warranties, covenants or inducements have been made to any party concerning
17 this Settlement Agreement other than the representations, warranties, and covenants contained and
18 memorialized in this Settlement Agreement. For clarity and avoidance of doubt, any prior agreement
19 to arbitrate involving Plaintiff and/or Defendants is not superseded and remains in full force and
20 effect.

21 61. **Authorization To Act.** The Parties hereto warrant and represent that they are
22 authorized to negotiate and agree to this Settlement as provided herein and that they have authorized
23 their respective Counsel to take all appropriate action required or permitted to be taken by such
24 parties pursuant to this Settlement and to otherwise effectuate its terms.

25 62. **Modification Only In Writing.** This Settlement Agreement may be amended or
26 modified only by a written instrument signed by all Parties or their successors in interest.

27 63. **Binding On Successors.** This Settlement Agreement is binding upon and will inure
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1 to the benefit of the Parties to this Agreement, as well as their assigns and successors in interest.

2 64. **Governing Law.** All terms of this Settlement Agreement will be governed by and
3 interpreted according to the laws of the State of California, without giving effect to conflicts of laws
4 principles.

5 65. **Counterparts.** This Settlement Agreement may be executed in one or more
6 counterparts, including by the use of electronic signatures which, for purposes of this Agreement
7 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
8 one and the same instrument. Counsel for the Parties shall exchange among themselves any signed
9 counterparts.

10 66. **Exhibits.** This Settlement Agreement includes the attached exhibits.

11 67. **Construction of This Agreement.** The Parties have reached this Settlement
12 Agreement through arms-length negotiations. This Agreement has been drafted and agreed to jointly
13 by the parties hereto. Hence, for purposes of any construction or interpretation of this Settlement
14 Agreement, the Settlement Agreement shall not be construed against any party as the principal
15 drafter of the Settlement Agreement.

16 68. **Corporate Signatories.** Any person executing this Settlement Agreement or any
17 related document on behalf of a corporate signatory warrants and represents for the benefit of all
18 Parties that such person has been duly authorized by such corporation to execute this Settlement
19 Agreement or any related document.

20 69. **No Tax Advice.** Nothing contained herein constitutes legal advice regarding the
21 taxability or tax consequences of any amounts paid in connection with the Settlement, nor should
22 anything contained herein be relied upon as such, and PAGA Counsel and Defendants' counsel are
23 not providing representation or advice regarding taxes or any withholding matters in connection
24 with this Settlement, either to Plaintiff or Defendants.

25 70. **Representation By Counsel.** The Parties acknowledge and agree that each has been
26 represented by counsel and each has been given the opportunity to consult counsel regarding the
27 contents of this Settlement Agreement, and that each has sought the advice of counsel to the extent
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1 each Party believes is necessary to do so prior to entering into this Settlement Agreement.

2 71. **Attorneys' Fees And Costs.** Except as otherwise expressly provided for in this
3 Settlement Agreement, (a) the Parties will each bear responsibility for their own attorneys' fees and
4 costs, taxable or otherwise, incurred by them or arising out of this Action and will not seek
5 reimbursement thereof from any Party or Released Party to this Settlement Agreement; (b) any
6 attorneys' fees or costs owed or incurred by Representative Plaintiff or allegedly owing to or
7 recoverable by PAGA Counsel are being paid or will be paid out of the Gross Settlement Amount
8 and there shall not be a payment by Defendants or the Released Parties in addition thereto; and (c)
9 no party hereto shall be considered a "prevailing party" (or similar designation). Provided, however,
10 in the event an action is brought concerning any asserted breach of Defendants' Gross Settlement
11 Amount payment obligations as provided in this Agreement, the prevailing party shall be entitled to
12 recover its reasonable attorneys' fees and costs incurred in connection therewith.

13 72. **Notice.** Unless otherwise expressly permitted in this Agreement, all required notices
14 or demands between the Parties in connection with this Agreement shall be in writing and sent by
15 United States mail, email, or personal delivery to a Party's counsel of record.

16 To Plaintiff:

17 Joseph Lavi, Esq.
18 Vincent C. Granberry, Esq.
19 **Lavi & Ebrahimian. LLP**
20 8889 W. Olympic Blvd., Suite 200
21 Beverly Hills, CA 90211
22 Email addresses:
23 jlavi@lelawfirm.com
24 vgranberry@lelawfirm.com

25 To Defendant Abrisa:

26 Brian R. Weilbacher
27 Benjamin F. Fraser
28 **LightGabler LLP**
29 760 Paseo Camarillo, Suite 300
30 Camarillo, CA 93010
31 Email addresses:
32 bweilbacher@lightgablerlaw.com
33 bfraser@lightgablerlaw.com

To Defendants Real Time and Employbridge:

Sabrina A. Beldner
Andrew W. Russell
McGuireWoods LLP
1800 Century Park East, 7th Floor
Los Angeles, CA 90067
Email addresses:
sbeldner@mcguirewoods.com
arussell@mcguirewoods.com

[SIGNATURE PAGE(S) TO FOLLOW]

1 IT IS SO AGREED:

2 Dated:

PLAINTIFF JOSE DORANTES

3
4
5
6 Dated: 17th September 2025

DEFENDANT ABRISA INDUSTRIAL GLASS, INC.

7
8
9 By: C MOUTEMET
Its: Secretary / CFO

10 Dated:

11 DEFENDANT REAL TIME STAFFING SERVICES,
12 LLC

13
14 By:
15 Its:

16 Dated:

DEFENDANT EMPLOYBRIDGE, LLC

17
18 By:
19 Its:

20
21 APPROVED AS TO FORM ONLY:

22 Dated:

Attorneys for Plaintiff Jose Dorantes and other Aggrieved
23 Employees

24 By:

Lavi & Ebrahimian LLP
25 Joseph Lavi
26 Vincent Granberry
27 Stephen Sloane
28

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Dated: Attorneys for Defendants Real Time Staffing Services, LLC, and Employbridge, LLC

By: _____
McGuireWoods LLP
Sabrina A. Beldner
Andrew W. Russell

Dated: September 26, 2025 Attorneys for Defendants Abrisa Industrial Glass, Inc.

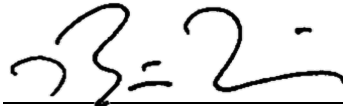
By:  _____
LightGabler LLP
Brian R. Weilbacher
Benjamin F. Fraser

EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JOSE DORANTES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

ABRISA INDUSTRIAL GLASS, INC.; REAL
TIME STAFFING SERVICES, LLC;
EMPLOYBRIDGE, LLC; and DOES 1 to 100,
inclusive,

Defendants.

Case No.: 23STCV01532 (PAGA Action)
(Related Action Case No.: 22STCV36021)

Judge: The Honorable Theresa M. Traber
Department: 1

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

PAGA Complaint Filed: January 24, 2023

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Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff and his counsel in connection therewith, and good cause appearing therefor, the Court hereby grants approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

2. The California Labor Workforce and Development Agency (“LWDA”) has been provided due and adequate notice of the Settlement in accordance with applicable law and PAGA, including California Labor Code § 2699(1)(2), (1)(4). In particular, in connection with Representative Plaintiff filing his motion seeking approval of the Settlement with the Court, Representative Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Representative Plaintiff’s notice of the Settlement to the LWDA has complied with the notice requirements of PAGA.

4. The Settlement is approved under the PAGA statutes, including Labor Code §2699(s)(2). The Court has considered all relevant factors for determining the fairness and adequacy of the Settlement and has concluded that such factors weigh in favor of granting approval to the Settlement. In particular, the Court finds that the Settlement was reached following meaningful investigation and discovery conducted by PAGA Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the

1 Settlement are in all respects fair, adequate, and reasonable.

2 5. The PAGA Settlement Notice to Aggrieved Employees, attached as **Exhibit 2** to this
3 Order, fairly and adequately describes the Action, the approved Settlement, and is the best notice
4 practicable under the circumstances.

5 6. The Court finds and declares that, in accordance with the Settlement Agreement,
6 Representative Plaintiff, on behalf of himself and as the representative for the State of California
7 and all Aggrieved Employees, releases, relinquishes, settles, and discharges all Released PAGA
8 Claims against the Released Parties, including for all civil penalties under PAGA.

9 7. The Court finds and declares that each Aggrieved Employee, in accordance with the
10 Settlement Agreement, is deemed to release all Released PAGA Claims against the Released Parties.
11 Aggrieved Employees and the State of California have no right to opt out of this Settlement, either
12 in whole or in part.

13 8. The Gross Settlement Amount and the structure and methodology used for
14 calculation and distribution of the Gross Settlement Amount, including the LWDA Payment, the
15 PAGA Aggrieved Employees Payment, and the Individual PAGA Payments set forth in the
16 Settlement Agreement, are fair, reasonable, and adequate and are approved.

17 9. The Court approves the Service Award to Representative Plaintiff in the amount of
18 \$1,000.00. The Court authorizes the Settlement Administrator to make this payment, in accordance
19 with the terms of the Settlement Agreement.

20 10. The Court approves ILYM Group, Inc. to act as the Settlement Administrator. The
21 Court awards the Settlement Administrator in this Action fees and costs in accordance with the terms
22 of the Settlement Agreement in the amount of \$5,500.

23 11. The Court approves Lavi & Ebrahimian, LLP, including its attorneys Joseph Lavi
24 and Vincent Ebrahimian, as PAGA Counsel.

25 12. The Court awards PAGA Counsel attorneys' fees in the amount of \$29,750 and costs
26 in the amount of \$ [REDACTED] which the Court finds to be fair and reasonable. The Court
27 authorizes the Settlement Administrator to make these payments, in accordance with the terms of
28 the Settlement Agreement.

1 13. The Court authorizes the Settlement Administrator to calculate the Net Settlement
2 Amount, inclusive of the LWDA Payment and the PAGA Aggrieved Employees Payment (which
3 is comprised of the Individual PAGA Payments), in accordance with the terms of the Settlement
4 Agreement.

5 14. The Court finds that payment to the LWDA of 75% of the Net Settlement Amount
6 as the LWDA's share of the settlement proceeds and in settlement of the Action is fair, adequate,
7 and reasonable. The Court authorizes the Settlement Administrator to pay the LWDA Payment in
8 accordance with the terms of the Settlement Agreement.

9 15. The Court finds that payment to the Aggrieved Employees of 25% of the Net
10 Settlement Amount as the Aggrieved Employees' share of the settlement proceeds and in
11 settlement of the Action is fair, adequate, and reasonable. The Court authorizes the Settlement
12 Administrator to fund the PAGA Aggrieved Employees Payment and distribute the Individual
13 PAGA Payments in accordance with the terms of the Settlement Agreement.

14 16. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
15 for 180 calendar days after the date of issuance. Funds remaining from any checks for Individual
16 PAGA Payments uncashed after 180 calendar days will be transmitted to the California State
17 Controller's Unclaimed Property Fund in the name(s) of the individuals who did not cash their
18 checks timely, in accordance with the terms of the Settlement Agreement.

19 17. A final accounting and status conference regarding the status of settlement
20 administration and completion shall take place on _____, 2025, at _____. m. in
21 Department 1. A final report from the Settlement Administrator Re: Status of Settlement
22 Administration shall be filed at least ten (10) days prior to the hearing. The report from the
23 Settlement Administrator shall be in the form of a Declaration from the Settlement Administrator,
24 by a declarant with personal knowledge of the facts, and describing: (i) the date the checks for
25 Individual PAGA Payments were mailed to Aggrieved Employees, (ii) the total number of checks
26 mailed, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed,
27 (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and
28 (vii) the holder/location and date of the disposition of those unclaimed funds.

18. Except as otherwise expressly provided in the Settlement Agreement, the parties will each bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Action and will not seek reimbursement thereof from any other party.

19. In accordance with the Settlement Agreement, nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of Judgment simply represent a compromise of disputed allegations, contentions, and claims. The Court acknowledges that, as stated in the Settlement Agreement, in entering into the Agreement, Defendants have not admitted, and have specifically denied, that Defendants have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; and that, as indicated, the Settlement was entered into by Defendants to avoid the burden and expense of continued litigation.

JUDGMENT

20. In accordance with, and for the reasons stated above, Judgment is hereby rendered and entered under and in accordance with the terms of the Settlement Agreement, whereby the Representative Plaintiff, PAGA Counsel, the State of California, and Aggrieved Employees, shall obtain that which is expressly set forth in the executed Settlement Agreement and in conformance with the Court's approval Order. This Judgment, upon the effectiveness of the releases of claims provided for in the Settlement, shall constitute a full and complete bar against Representative Plaintiff, the Aggrieved Employees, and the State of California as to all of the claims released by the Settlement and shall be res judicata and collateral estoppel with respect to such released claims.

21. Pursuant to California Code of Civil Procedure §664.6 and Rule 3.769(h) of the California Rules of Court and in accordance with the Settlement Agreement, this Court reserves exclusive and continuing jurisdiction over this Action, the Representative Plaintiff, the Aggrieved Employees, and Defendants in the Action, for the purpose of supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the Court's

1 approval Order and Judgment in the Action.

2 22. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA within
3 10 days of the date of this Order and Judgment.

4 **IT IS SO ORDERED:**

5 DATED: _____, 2025

The Honorable Theresa M. Traber
Judge of The Superior Court

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EXHIBIT B

Exhibit B

[Date], 2025

ILYM Group, Inc.

[ILYM Group, Inc. Street Address]

[City, State Zip]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: **Jose Dorantes v. Abrisa Industrial Glass, Inc., et al. – PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because the records of defendants Abrisa Industrial Glass, Inc. (including its affiliate ZC&R Coating for Optics, Inc.) (“Abrisa”) and Real Time Staffing Services, LLC (“Real Time”) indicate that you worked at Abrisa at some time from November 14, 2021 through May 10, 2025. This notice relates to the settlement of a lawsuit entitled *Jose Dorantes v. Abrisa Industrial Glass, Inc., et al.*, Case No. 23STCV01532 (the “Action”).

In the Action, Plaintiff Jose Dorantes (“Plaintiff”) made allegations and sought civil penalties against defendants Abrisa, Real Time, and Employbridge, LLC (“Employbridge”) (collectively, “Defendants”) pursuant to the California Private Attorneys General Act (“PAGA”), a law which allows a plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who the plaintiff alleges were “aggrieved” by alleged wage and hour violations. Plaintiff made a variety of allegations in connection with his PAGA claim, including, for example: alleging failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest breaks; failure to timely pay earned wages during employment; failure to provide complete and accurate itemized wage statements; and failure to timely pay all earned wages at time of separation.

Defendants Have Disputed and Denied All of Plaintiff’s Claims and Allegations: From the beginning of the case and to the present, Defendants Abrisa, Real Time, and Employbridge have disputed and denied Plaintiff’s allegations, have asserted that Plaintiff’s claims are without basis and invalid, and have asserted that Defendants have complied with the California Labor Code, the California Wage Orders, and all other relevant California state and federal laws and regulations. Defendants chose to resolve this matter solely to minimize the expense and disruption to their business caused by Plaintiff’s Action.

The Court has not issued any ruling regarding whether Plaintiff’s Action is valid or meritorious. To avoid the cost, burden, and distraction of litigation, Defendants made a business decision to settle the Action and the settlement has now been approved by the Court.

As part of the settlement of the Action, Defendants agreed to and the Court has approved a settlement under which Defendants paid, in total, the settlement amount of \$85,000. In

accordance with the Court's approval, the settlement amount is being distributed to pay for PAGA Counsel's attorneys' fees and costs, Representative Plaintiff's service award, settlement administration costs, and payments to the State of California and Defendants' employees. After deducting fees and costs and the service award, the Net Settlement Amount of \$XXXX is being distributed to the State of California and current and former employees of Defendants.

The settlement has resolved the Action in its entirety and it releases the PAGA claims described in this notice. The Net Settlement Amount is divided, as provided by law, between the State of California and Defendants' allegedly aggrieved employees, with the State receiving 75 percent of the penalties and employees receiving the remaining 25 percent.

Under the settlement, Plaintiff, on behalf of the State of California, the "Aggrieved Employees," and himself fully, finally, and forever released, relinquished, settled, and discharged all "Released PAGA Claims" against the "Released Parties."

"Aggrieved Employees" means: "all current and former non-exempt employees employed by Defendants in California during the PAGA Period (November 14, 2021 through May 10, 2025) who performed work at Abrisa."

"Released PAGA Claims" means: "the PAGA claims, demands, rights, liabilities, debts, primary rights, claims for relief, and causes of action for PAGA penalties arising out of or relating to the employment of Plaintiff or the Aggrieved Employees during the PAGA Period that were alleged in the Operative Complaint and PAGA Notice or that reasonably could have been alleged based on the facts stated in the Operative Complaint or in the PAGA Notice, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay earned wages during employment, (6) failure to provide complete and accurate itemized wage statements, (7) failure to timely pay all earned wages at time of separation and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the PAGA Notice or in the Operative Complaint. The time period governing the Released PAGA Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties independent of penalties under PAGA."

"Released Parties" means: "Defendants, ZC&R Coating for Optics, Inc. ("ZC&R"), and their respective former and current parents, representatives, agents, subsidiaries, directors, owners, shareholders, officers, members, employees, and attorneys, and each of them acting in concert with the foregoing."

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Cashing your check will not affect your current or former employment with Abrisa, Real Time, or Employbridge. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee.

Regardless of what you do with the settlement check, based on applicable law and the Court's approval of the settlement, the release of claims above has become effective and binding on you, and you are deemed to have released such claims as described above.

If you have any questions about this notice, please contact the Settlement Administrator, _____ at _____.