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23 AND STAFFPAY, INC. dba EMPLICITITY

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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

29 FRANK ORTEGON-RAMIREZ, individually
30 and as an aggrieved employee pursuant to the
31 Private Attorneys General Act (PAGA),

32 Plaintiff,

33 v.

34 ECLIPSE RTO, LLC; STAFFPAY, INC. dba
35 EMPLICITITY; Does 1 through 20, inclusive,,

36 Defendants.

Case No. STK-CV-UOE-2023-0002116

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

Complaint Filed: January 22, 2021

1 This Joint Stipulation of PAGA Settlement and Release (hereinafter “Stipulation of
2 Settlement”) is made and entered into by and between FRANK ORTEGON-RAMIREZ
3 (“Plaintiff” or “PAGA Representative”), individually and on behalf of himself, the State of
4 California and all other allegedly similarly aggrieved employees (“PAGA Members”), on the one
5 hand, and ECLIPSE RTO, LLC and STAFFPAY, INC. dba EMPLICITY (“Defendants”), on the
6 other. Plaintiff and Defendants are collectively referred to herein as “the Parties.”

7 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and
8 those persons Plaintiff represents as PAGA Members as provided herein, and on Defendants and
9 their present and former parents, affiliated or related companies, shareholders, officers, directors,
10 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which
11 could be jointly liable with Defendants, and their respective counsel, subject to the terms and
12 conditions hereof and the Court’s approval.

13 THE PARTIES STIPULATE AND AGREE as follows:

14 **1. DEFINITIONS**

15 1.1. “Action” means the Complaint filed by Plaintiff against Defendants in San Joaquin
16 County Superior Court on March 3, 2023, entitled *Frank Ortegon Ramirez v. Eclipse RTO, LLC, et*
17 *al.*, Case Number STK-CV-VOE-2023-2116.

18 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
19 appoint to administer the Settlement.

20 1.3. “Administration Expenses Payment” means \$6,950.00 the amount allocated to the
21 Administrator from the Gross Settlement Amount for reimbursement of its reasonable fees and
22 expenses, in accordance with its “not to exceed” bid submitted to the Court in connection with the
23 approval of this Settlement.

24 1.4. “Aggrieved Employee” or “PAGA Member” means all persons who worked for
25 Defendants Eclipse RTO LLC and Staffpay, Inc. dba Emplicity in California as an hourly paid or
26 non-exempt employee during the PAGA Period of March 2, 2022 to the date the Court approves this
27 Settlement. Defendants represent that there were approximately 1,029 employees who worked
28

1 53,706 pay periods during the PAGA Period, estimated through the mediation date of January 2,
2 2025.

3 1.5. “Aggrieved Employee Data” means the Aggrieved Employee identifying information in
4 Defendants’ possession, including the name, last-known mailing address, and Social Security
5 number of the Aggrieved Employee, dates of employment, and the number of eligible PAGA Pay
6 Periods the Aggrieved Employee worked during the PAGA Period, or data that will allow the
7 Settlement Administrator to reasonably determine the eligible PAGA Pay Periods.

8 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
9 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
10 methods, and means, including, but not limited to, the National Change of Address database, skip
11 traces, and direct contact with Aggrieved Employees.

12 1.7. “Approval Order” means the Court’s Order Granting Approval of the Settlement.

13 1.8. “Court” means the Superior Court of the State of California, County of San Joaquin.

14 1.9 “Defendants” means the named Defendants in the Action – Eclipse RTO, LLC and
15 Staffpay Inc. dba Emplicity.

16 1.10. “Defense Counsel” means Todd Scherwin, Anet Drapalski, and Joel Moon of Fisher
17 Phillips LLP.

18 1.11. “Effective Date” means the Settlement embodied in this Stipulation of Settlement
19 shall become effective when all of the following events have occurred: (i) this Stipulation of
20 Settlement has been executed by all Parties and by PAGA Counsel and Defendants; (ii) the
21 Plaintiff/PAGA Representative has signed a release per Paragraph 5.1; (iii) the Court has approved
22 the PAGA Settlement and Judgement thereon becomes final. For purposes of the Settlement
23 Agreement, the Court’s Judgment “becomes final” upon the later of: (i) if no appeal is filed, the
24 expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the
25 Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an
26 appeal is filed, the date the judgment is affirmed after all appeals are exhausted.

1 1.12. "Gross Settlement Amount" means \$375,000.00, the total amount Defendant Eclipse
2 RTO, LLC agrees to pay under the Settlement, except as provided in Section 7 herein. The Gross
3 Settlement Amount will be used to pay the Individual PAGA Payments, LWDA PAGA Payment,
4 PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses
5 Payment.

6 1.13. "Individual PAGA Payment" means an Aggrieved Employee's *pro rata* share of 25%
7 of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked by the
8 Aggrieved Employee during the PAGA Period.

9 1.14. "Judgment" means the Judgment entered by the Court based on its Approval Order.

10 1.15. "LWDA" means the California Labor and Workforce Development Agency, the
11 agency entitled under Labor Code section 2699(a).

12 1.16. "LWDA PAGA Payment" means the LWDA's 75% share of the PAGA Penalties.

13 1.17. "Net Settlement Amount" means the Gross Settlement Amount less the following
14 payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel
15 Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment. The
16 remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

17 1.18. "PAGA Counsel" means Timothy B. Del Castillo and Kent L. Bradbury of Castle
18 Law: California Employment Counsel.

19 1.19. "PAGA Counsel Expenses Payment" means an amount not to exceed \$20,000.00, the
20 amount allocated to PAGA Counsel for reimbursement of their reasonable expenses incurred to
21 prosecute the Actions.

22 1.20. "PAGA Counsel Fees Payment" means one third of the Gross Settlement Amount, or
23 as approved by the Court, the amount allocated to PAGA Counsel for their reasonable fees incurred
24 to prosecute the Actions.

25 1.21. "PAGA Pay Period" means any Pay Period in which an Aggrieved Employee engaged
26 in any productive work activity for which they were paid as an hourly paid or non-exempt employee,
27 not including paid time off or leaves of absence.

1 1.22. "PAGA Period" means the period that starts on March 2, 2022, and ends on the date
2 the Court issues the Approval Order.

3 1.23. "PAGA Notices" means all original and amended written notices Plaintiffs have
4 submitted to the LWDA, and sent via certified mail to Defendants, in compliance with Labor Code
5 section 2699.3, including their original notices submitted and sent on March 2, 2022, and amended
6 PAGA Notice being submitted as a condition of this Stipulation of Settlement as outlined in
7 Paragraph 2.2.

8 1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the
9 Gross Settlement Amount. The PAGA Penalties will be allocated 25% to the Aggrieved Employees
10 and 75% to the LWDA.

11 1.25. "PAGA Representatives" or "Plaintiff" means Frank Ortegon-Ramirez.

12 1.26. "Released Claims" means the claims being released by the Aggrieved Employees, as
13 described in Paragraph 5.2 herein.

14 1.27. "Released Parties" means Defendants, Eclipse RTO, LLC and Staffpay, Inc. dba
15 Emplicity, and each of their former and present parents, affiliates, owners, donors, directors,
16 professional employer organizations (PEOs) officers, shareholders, employees, partners, owners,
17 customers, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and agents,
18 or legal representative.

19 **2. RECITALS**

20 2.1 On or about March 2, 2023, Plaintiff filed a Private Attorneys General Act
21 ("PAGA") letter with the Labor and Workforce Development Agency, asserting various California
22 Labor Code violations against Defendants, including claims for failure to keep accurate time and
23 pay records, failure to pay required sick paid leave, failure to provide accurate wage statements,
24 failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wages,
25 failure to pay final wages, and all violations of the California Labor Code ("LWDA Notice
26 Letter").
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1 2.2 On March 3, 2023, Plaintiff filed the Action. The Action alleges individual wage
2 and hour causes of action, and a cause of action for Civil Penalties Pursuant to Private Attorney
3 General Act, Labor Code section 2689, *et seq.* His alleged Labor Code infractions (including
4 those asserted in the LWDA Notice Letter) form the basis for civil penalties under PAGA.
5 Plaintiff's Complaint seeks to recover damages, including, but not limited to, PAGA civil
6 penalties, interest including pre- and post-judgment, injunctive relief, and attorneys' fees and
7 costs.

8 2.3 On May 7, 2023, the LWDA did not take any action to investigate or prosecute the
9 matters alleged in Plaintiff's March 2, 2023 LWDA Notice Letter. Pursuant to Labor Code
10 section 2699.3, subd.(a), Plaintiff gave timely written notice to all Defendants and the LWDA by
11 sending the PAGA Notice.

12 2.4 On August 7, 2023, the Parties stipulated to submit Plaintiff's individual claims,
13 including his individual PAGA claims, to binding arbitration and stay his non-individual claims,
14 including the non-dividual PAGA claims pending the outcome of the arbitration.

15 2.5 Through arms-length, serious negotiations and a full-day mediation session with a
16 qualified employment law mediator, the Parties have reached a settlement of Plaintiff's claims
17 brought in the Lawsuit, the LWDA Notice Letter, and the Operative LWDA Notice Letter
18 ("Settlement").

19 2.6 The Parties conducted a mediation session on January 2, 2025, with experienced
20 wage and hour mediator Steve Pearl, and were able to reach a settlement. In preparation for
21 mediation, the parties exchanged information to allow the parties to evaluate the merits of
22 Plaintiff's claims and the merits of Defendants' defenses to those claims. Specifically, prior to
23 mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery
24 Plaintiff's personnel records, earnings histories, and copies of wage statements. Defendant also
25 provided Plaintiff's counsel with pertinent data for the alleged Aggrieved Employee Group so that
26 the Parties could fully-investigate the claims at issue and understand their strengths and
27 weaknesses. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
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1 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
2 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

3 2.7 The negotiation between the parties was adversarial and contentious, while
4 remaining professional. These negotiations allowed the parties to reach a final resolution as to
5 Plaintiff’s individual wage and hour claims and claims under the Private Attorneys General Act,
6 which will be submitted to the LWDA, and to the above captioned Court for approval, pursuant to
7 Labor Code section 2699(1)(2). The Parties now enter into this detailed, formalized settlement
8 agreement with respect to the PAGA cause of action, subject to the Court’s approval of the
9 Settlement. The settlement of Plaintiff’s individual claims will be addressed in a separate,
10 confidential written settlement agreement between the parties.

11 2.8 Defendants deny any liability or wrongdoing of any kind whatsoever associated
12 with the claims and allegations alleged in the Action and PAGA Notices. As to Plaintiff’s
13 representative PAGA claims, Defendants further deny that, for any purpose other than settling this
14 Lawsuit, these claims are appropriate for PAGA representative treatment, and contend, among
15 other things, that they have complied with all applicable state, federal and local laws regarding the
16 payment of wages, maintenance and provision of accurate wage statements, meal and rest period
17 provisions, and reimbursement of all employment related expenditures, Defendants contend,
18 among other things, that they have complied at all times with the Labor Code and the applicable
19 Wage Orders of the Industrial Welfare Commission.

20 2.9 It is the desire of the Parties to fully, finally and forever settle, compromise and
21 discharge all disputes and claims that were alleged in the Action and the PAGA Notices in this
22 case. To achieve a full and complete release of claims, the Parties acknowledge that this
23 Stipulation of Settlement is intended to include in its effect all claims alleged, and that could have
24 been alleged based on the facts alleged therein, in the PAGA Notices and the Action, and all
25 Released Claims against all Released Parties (as defined in paragraph 5.2 and 1.28) as of the date
26 of the Court’s approval of this Settlement.

27 2.10. Counsel for Plaintiff has conducted a thorough investigation into the facts of this
28 representative case, including an extensive review of relevant documents and data, and has

1 diligently investigated Plaintiff's and PAGA Members' claims against Defendants. Based on their
2 own independent investigation and evaluation, PAGA Counsel are of the opinion that the
3 Settlement with Defendants for the consideration and on the terms set forth in this Stipulation of
4 Settlement is fair, reasonable and adequate and is in the best interest of Plaintiff and PAGA
5 Members in light of all known facts and circumstances, including the risk of significant delay, the
6 numerous defenses asserted by Defendants, and various potential appellate issues. Defendants and
7 Defendants' Counsel also agree that the Settlement is fair and in the best interest of the PAGA
8 Members.

9 2.11 Defendants have concluded that any further defense of this litigation would be
10 protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and
11 resources have been and, unless this Settlement is completed, will continue to be devoted to, the
12 defense of the claims asserted by Plaintiff and PAGA Members. Defendants have also taken into
13 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
14 though Defendants continue to contend that it is not liable for any of the claims set forth by
15 Plaintiff in this Action or PAGA Notices, Defendants have agreed, nonetheless, to settle in the
16 manner and upon the terms set forth in this Agreement to put to rest the claims in this Action and
17 PAGA Notices. Defendants contend that they have complied with all applicable state, federal, and
18 local laws.

19 2.12 It is agreed by Plaintiff (on behalf of himself and the PAGA Members) and
20 Defendants, that the Action and any claims, damages, or causes of action arising out of the disputes
21 that are the subject of the Action or PAGA Notices or that could have been included in the PAGA
22 Notices and this Action, be settled and compromised as between Plaintiff, the Aggrieved
23 Employees, and State of California, on one hand, and Defendants, on the other, subject to the terms
24 and conditions set forth in this Settlement and approval of the Court, as of the Effective Date.

25 2.13 This Agreement is a compromise of disputed claims. Defendants have claimed and
26 continue to claim that the Released Claims have no merit and do not give rise to liability. Plaintiff
27 and the Aggrieved Employees have claimed and continue to claim that the Released Claims have
28 merit and give rise to liability on the part of Defendants. This Agreement is a compromise of

1 disputed claims.

2 2.14 The Parties agree to cooperate and take all steps necessary and appropriate to
3 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
4 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
5 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any
6 documents generated to bring it into effect—will be null and void ab initio, and the Parties will be
7 returned to their respective positions.

8 2.15 The Parties agree to stay all proceedings in the Action, except such proceedings
9 necessary to implement and complete the Settlement, pending the final approval hearing to be
10 conducted by the Court.

11 **3. MONETARY TERMS AND CONDITIONS**

12 NOW THEREFORE, in consideration of the mutual covenants, promises and agreements
13 set forth herein, the Parties agree, subject to the Court's approval, as follows:

14 3.1 Operative LWDA Notice Letter/Separate Release by PAGA Representative . As a
15 condition of this Stipulation of Settlement, Plaintiff will amend the LWDA Notice Letter to add all
16 claims investigated, litigated, mediated, and resolved, including, but not limited to the following
17 claims: (1) failure to provide meal periods and/or pay meal premiums in violation of Labor Code
18 sections 226.7 and 512, and the applicable Wage Order(s); (2) failure to provide all wages due and
19 owing during employment in violation of Labor Code section 204, including reporting time pay;
20 and (4) failure to reimburse necessary business expenses in violation of Labor Code sections
21 2800-2804. This amended LWDA Notice Letter will be deemed the "Operative LWDA Notice
22 Letter." Moreover, Plaintiff and Defendants will sign a Separate Release for his Individual
23 Claims.

24 3.2 Gross Settlement Amount, and Net Settlement Amount: To implement the terms of
25 this Settlement, Defendant ECLIPSE RTO agrees to pay a gross settlement amount of
26 \$375,000.00 ("Gross Settlement Amount").

27 3.2.1 At no time shall Defendants have the obligation to segregate the funds
28 comprising the Gross Settlement Amount, and Defendants shall retain exclusive authority

1 over and responsibility for those funds subject to disbursement of funds necessary for the
2 payment of the approved PAGA Counsel Fees and Expenses Payments, the actual
3 Administration Expenses Payment, and any other payments provided by this Settlement.
4 All Individual PAGA Payments for the PAGA Members, all attorneys' fees, costs, fees and
5 expenses of the Administrator, and other payments provided by this Settlement shall be
6 paid out of the Gross Settlement Amount.

7 3.2.2 *To PAGA Counsel.* Subject to Court approval, a PAGA Counsel Expenses
8 Payment of not more than \$20,000. for reimbursement of their reasonable expenses incurred
9 to prosecute the Action and PAGA Notices; and a PAGA Counsel Fees Payment of not more
10 than thirty-five (35%) of the Gross of the Gross Settlement Amount, that is \$131,250.00.
11 Subject to the maximum application amount of these above stated amounts, attorneys' fees
12 and costs approved by the Court will cover all work performed and all fees and costs
13 incurred to date, and all work to be performed and all fees and costs to be incurred in
14 connection with the approval by the Court of this Stipulation of Settlement, the
15 administration of the Settlement, and final judgment in this case. The attorneys' fees and
16 costs approved by the Court shall be paid out of the Settlement Administrator's Escrow
17 Account to PAGA Counsel within fifteen (15) days after the First Installment payment is
18 made to the settlement administrator, as outlined in Paragraph 4.2. Defendants will not
19 oppose requests for Court approval of these payments provided they do not exceed these
20 amounts. Plaintiff and/or PAGA Counsel will file a Motion for Court approval of the PAGA
21 Counsel Expenses Payment and PAGA Counsel Fees Payment. If the Court approves a
22 PAGA Counsel Expenses Payment and/or a PAGA Counsel Fees Payment less than the
23 amounts requested, the Administrator will allocate the remainder to the Net Settlement
24 Amount. Released Parties shall have no liability to PAGA Counsel arising from any claim to
25 any portion of any PAGA Counsel Expenses Payment or PAGA Counsel Fees Payment. The
26 Administrator will pay the PAGA Counsel Expenses Payment and PAGA Counsel Fees
27 Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and
28 liability for taxes owed on the PAGA Counsel Expenses Payment and PAGA Counsel Fees

1 Payment, and hold Defendants harmless, and indemnify Defendants, from any dispute or
2 controversy regarding any division of any of these Payments. The amount awarded by the
3 Court is not a material term of the settlement and cannot serve as a basis for repudiating the
4 settlement.

5 3.2.3 *To the Administrator:* An Administration Expenses Payment of not more than
6 \$6,950.00 for reimbursement of the Administrator's reasonable fees and expenses. To the
7 extent the Administration Expenses Payment is less or the Court approves payment less than
8 \$6,950.00, the Administrator will retain the remainder in the Net Settlement Amount. ILYM
9 Group, Inc. has been mutually selected as the Administrator. The amount awarded by the
10 Court is not a material term of the settlement and cannot serve as a basis for repudiating the
11 settlement.

12 3.2.4 *To the LWDA and Aggrieved Employees:* PAGA Penalties to be paid from the
13 Gross Settlement Amount equal to the Gross Settlement Amount less the PAGA Counsel
14 Expenses Payment, PAGA Counsel Fees Payment, and Administration Expenses Payment.
15 PAGA Penalties will be allocated 75% to the LWDA ("LWDA PAGA Payment") and 25%
16 to the Aggrieved Employees ("Individual PAGA Payments"), pursuant to Labor Code
17 section 2699(i). The Administrator will calculate each Individual PAGA Payment by (a)
18 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., the
19 Net Settlement Amount) by the total number of PAGA Pay Periods worked by all Aggrieved
20 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
21 Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and
22 liability for any taxes owed on their Individual PAGA Payment. The Administrator will
23 report the Individual PAGA Payments on IRS 1099 Forms. The Individual PAGA Payments
24 shall be allocated 100% as penalties and interest.

25 3.3 Net Settlement Amount. The Net Settlement Amount will be determined by the
26 Administrator by Subtracting the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment,
27 the LWDA PAGA Payment, and the Administration Expenses Payment. The anticipated Net
28 Settlement Amount is \$54,200.00. The Parties estimate the amount of the Net Settlement Amount

as follows, subject to the Court's approval:

Gross Settlement Amount:	\$	375,000.00
PAGA Counsel Expenses Payment:	\$	20,000.00
PAGA Counsel Fees Payment:	\$	131,250.00
Administration Expenses Payment:	\$	6,950.00
LWDA PAGA Payment:	\$	162,600.00
		(75% of the remaining amount)
Net Settlement Amount	\$	54,200.00

Any amount of the Gross Settlement Amount not required to pay PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, the LWDA PAGA Payment, the Administration Expenses Payment, and any other payments provided by this Settlement, shall be included in the Net Settlement Amount. The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based on Defendants' records and paid out of the Net Settlement Amount as detailed above in Section 3.2.4. The Net Settlement Amount will be distributed as provided herein within fifteen (15) days of receipt of the Third Installment payment from Defendants.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Aggrieved Employee Data. No later than thirty (30) calendar days after the Effective Date, Defendants shall deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Administrator agrees that they are solely responsible for any data breach and agrees to defend and indemnify Defendants for any data breach. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by

1 which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and
2 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
3 any issues related to missing or omitted Aggrieved Employee Data.

4 4.2 Funding of Gross Settlement Amount. The Gross Settlement Amount shall be paid
5 by Defendants to the Settlement Administrator in three installments as follows: The first
6 installment of \$150,000.00 shall be paid within thirty (30) day of the Approval Order (“First
7 Installment”). From this first installment, Plaintiff’s counsel’s attorney’s fees and costs shall be
8 paid by the administrator, and the remainder shall be held by the administrator until the second
9 installment payment is made. The second installment payment of \$112,500.00 shall be made by
10 Defendants to the settlement administrator six months after the First Installment (“Second
11 Installment”), and the third installment payment of \$112,500.00 six months after the Second
12 Installment after which, the settlement administrator shall make Individual PAGA Payments to the
13 PAGA Members, the LWDA PAGA Payment, and the Administration Expenses Payment.

14 4.3. Payments from the Net Settlement Amount.

15 4.3.1 *California Private Attorneys’ General Act Allocation.* Seventy-five Percent
16 (75%) of the Net Settlement Amount will be paid to the State of California LWDA
17 pursuant to the California Private Attorneys General Act and the remaining 25% is paid as
18 Individual PAGA Payments to the PAGA Members. The Settlement Awards will be
19 calculated by the Settlement Administrator based on Defendants’ records and paid out of
20 the Net Settlement Amount as detailed in section 3.2.4 above. The Net Settlement Amount
21 will be distributed as provided herein within 15 days of receipt of the Third Installment
22 payment from Defendant Eclipse RTO.

23 4.3.2 *Individual PAGA Payments.* The Settlement Administrator shall first
24 determine for each PAGA Member the pay periods he or she actively worked for
25 Defendants during the PAGA Period as defined in paragraph 3.2.4 above. The Individual
26 PAGA Payments shall be distributed no later than fifteen (15) days of receipt of the Third
27 Installment payment from Defendant Eclipse RTO.

1 4.3.3 The Administrator will issue checks for the Individual PAGA Payments and
2 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along
3 with the Notice of PAGA Action Settlement attached hereto as **Exhibit A**. The face of each
4 check shall prominently state the date when the check will be voided. The check will be
5 voided 180 days after the date of mailing (“void date”). The Administrator will cancel all
6 checks not cashed by the void date. Before mailing any checks, the Settlement Administrator
7 must update the recipients’ mailing addresses using the National Change of Address
8 Database.

9 4.3.4 The Administrator must conduct an Aggrieved Employee Address Search for
10 all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding
11 address. The Administrator must re-mail checks to the USPS forwarding address provided or
12 to an address ascertained through the Aggrieved Employee Address Search within seven (7)
13 business days of receiving a returned check. The Administrator need not take further steps to
14 deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered.
15 The Administrator shall promptly send a replacement check to any Aggrieved Employee
16 whose original check was lost, misplaced, or requested by the Aggrieved Employee before
17 the void date.

18 4.3.5 For any Aggrieved Employee whose Individual PAGA Payment check is
19 uncashed and canceled after the void date, the Administrator shall transmit the funds
20 represented by such checks to the California Controller's Unclaimed Property Fund in the
21 name of the Aggrieved Employee.

22 4.3.6 The payment of Individual PAGA Payments shall not obligate Defendants to
23 confer any additional benefits or make any additional payments to the Aggrieved Employees
24 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
25 Payments to Aggrieved Employees pursuant to this Settlement Agreement are not intended
26 by the Parties to be compensation or hours worked or hours paid for purposes of determining
27 eligibility, vesting, participation, or contributions with respect to any employee benefit plan.
28 For purposes of this Agreement, the term “benefit plan” means every ERISA “employee

benefit plan,” as defined in the Employee Retirement and Income Security Act of 1974 (“ERISA”), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

5. RELEASE OF CLAIMS

Pursuant to the requirements of Labor Code sections 2698, et seq., Plaintiff is the designated agents of the LWDA and are proceeding as private attorney generals by bringing enforcement actions to recover civil penalties on behalf of the LWDA and Aggrieved Employees. The Parties and Plaintiffs agree that, effective on the date ECLIPSE RTO fully funds the entire Gross Settlement Amount, the Aggrieved Employees and the LWDA shall release the Released Parties from any claim for civil penalties arising out of the Released Claims. As consideration for this release, the LWDA shall receive 75% of the PAGA Penalties, consistent with the requirements of Labor Code sections 2698, et seq.; and the Aggrieved Employees shall receive 25% of the PAGA Penalties consistent with the requirements of Labor Code sections 2698, et seq.

5.1. *Plaintiff's Release.* As a condition of this Stipulation, Plaintiff will execute a separate confidential release for his individual claims against Defendants (“Plaintiff’s Confidential Release”). The approval of this Settlement is a condition precedent to Plaintiff’s Confidential Release.

5.2. *Release by the LWDA and Aggrieved Employees.* Effective on the date the Gross Settlement Amount is fully funded, Plaintiff the Aggrieved Employees and the State of California (through Plaintiffs as Private Attorneys General) and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release the Released Parties from (i) all PAGA claims asserted in the operative Complaints and PAGA Notices, (ii) all PAGA claims that could reasonably have been asserted in the operative Complaints and PAGA Notices, and (iii) all PAGA claims arising out of the same operative facts irrespective of theory of recovery, including claims for civil penalties under PAGA for violations of the California Labor Code based on Released Parties’ alleged failure to pay all wages due (including

1 minimum wages, straight time wages, regular rate wages, reporting time wages, and overtime
2 wages), alleged failure to provide compliant meal periods or pay meal period premiums in lieu
3 thereof, alleged failure to authorize and permit compliant rest periods or pay rest period premiums in
4 lieu thereof, alleged failure to provide accurate and itemized wage statements alleged failure to
5 timely pay all wages due during employment and at the time of termination, alleged failure to
6 reimburse employees for all business-related expenses, alleged failure to maintain adequate and
7 accurate time and payroll records, alleged failure to pay for accrued time off upon separation,
8 alleged failure to provide written notice under Labor Code section 2810.5, alleged failure to pay for
9 all hours worked, and all penalties, attorneys' fees, costs, and other amounts recoverable under said
10 representative causes of action or the PAGA Notices, to the extent permissible ("Released Claims").

11 5.3. *Release by PAGA Counsel.* Effective on the date the Gross Settlement Amount is fully
12 funded, PAGA Counsel and their present and former attorneys, employees, agents, successors, and
13 assigns, will be deemed to release the Released Parties from all claims for fees or expenses incurred
14 in connection with the claims alleged in the operative Complaint and the facts stated in the operative
15 Complaint and PAGA Notices.

16 5.4. *No Unalleged Claims.* Plaintiffs and PAGA Counsel represent that they are not currently
17 aware of any (a) unalleged claims in addition to, or different from, those which are finally and
18 forever settled and released against the Released Parties by this Settlement; and/or (b) unalleged
19 facts or legal theories upon which any claims or causes of action could be brought against
20 Defendants, except such facts and theories specifically alleged in the Actions and PAGA Notices.
21 Plaintiffs and PAGA Counsel further represent that, other than the instant Actions, they have no
22 current intention of asserting any other claims against Defendants or Released Parties in any judicial
23 or administrative forum. Plaintiffs and PAGA Counsel further represent that they do not currently
24 know of or represent any persons who have expressed any interest in pursuing litigation or seeking
25 any recovery against Defendants or Released Parties. The Parties acknowledge, understand, and
26 agree the representations described in this paragraph are essential to the Settlement and that this
27 Settlement would not have been entered into were it not for this representation.

1 5.4. *Third Party Beneficiaries.* The Release outlined in this Agreement shall inure to the
2 benefit of Defendants and the Released Parties. This release is intended to bar (i) all PAGA claims
3 asserted in the operative Complaints and PAGA Notices, (ii) all PAGA claims that could reasonably
4 have been asserted in the operative Complaints and PAGA Notices, and (iii) all PAGA claims
5 arising out of the same operative facts.

6 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

7 6.1 *Plaintiffs' Responsibilities.* Plaintiff's Counsel shall be responsible for preparing
8 and filing the Motion for Approval of the PAGA Settlement ("Approval Motion"). Plaintiffs will
9 provide Defense Counsel a draft of the Approval Motion and supporting documents to review and
10 comment upon at least 5 court days prior to filing the Approval Motion with the Court.

11 6.2 *Judgment.* As part of the Motion to approve the Settlement, Plaintiffs shall submit
12 a proposed judgment which enters judgment in the Action in accordance with the terms of the
13 Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose
14 of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the
15 prosecution of any of the PAGA Released Claims against any of the Released Parties upon the
16 occurrence of the Effective Date and the Settlement being fully funded. This Settlement
17 Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The
18 judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs
19 and Aggrieved Employees.

20 6.3 *Responsibilities of Counsel.* PAGA Counsel is responsible for expeditiously
21 finalizing and filing the application or motion for approval of this Settlement no later than 60 days
22 after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for
23 the motion and appearing in Court to advocate in favor of the motion. If the Court grants PAGA
24 Counsel's Approval Motion, PAGA Counsel is responsible for delivering the Court's Preliminary
25 Approval Order to the Administrator.

26 6.4 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed application
27 or motion for approval of this Settlement and/or the supporting declarations and documents,
28 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by

1 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court
2 does not grant the motion for approval of this Settlement or conditions its approval on any material
3 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
4 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
5 Agreement and otherwise satisfy the Court's concerns.

6 6.5 Dismissal of Actions. The Actions shall be dismissed with prejudice. Plaintiffs'
7 Counsel will file a dismissal of the Actions in their entirety simultaneously with the Motion for
8 Settlement Approval.

9 6.6 Effect of Failure to Obtain Judgment. In the event the Court fails to enter Judgment
10 in accordance with this Settlement, or such final judgment is vacated or reversed, the Actions shall
11 proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
12 reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.
13 Defendants retain the right to contest whether any aspect of the Actions should be maintained as
14 a class or representative action, or to contest the merits of the claims being asserted by Plaintiffs
15 or PAGA Members in the Actions.

16 6.7 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
17 the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes
18 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
19 and (iii) addressing such post-Judgment matters as are permitted by law.

20 **7. SETTLEMENT ADMINISTRATION**

21 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
22 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be
23 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
24 exchange for payment of any administration expenses. The Parties and their Counsel represent that
25 they have no interest or relationship, financial or otherwise, with the Administrator other than a
26 professional relationship arising out of prior experiences administering settlements.
27
28

1 7.2. *Employer Identification Number.* The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
3 reports to state and federal tax authorities. However, to the extent there is any tax refund related to
4 the employer-side taxes, the Parties agree that ECLIPSE RTO is the beneficial owners of that
5 refund.

6 7.3. *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that
7 meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation
8 section 468B-1.

9 7.4. *Administrator Duties.* The Administrator has a duty to perform and observe all tasks to
10 be performed and observed by the Administrator contained in this Agreement or otherwise.

11 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATE AND ESCALATOR CLAUSE**

12 8.1 *Aggrieved Employee Size Estimate.* Based on data provided by Defendants, Plaintiff
13 estimated 53,706 PAGA pay periods worked by an estimated 1,029 Aggrieved Employees from
14 July 31, 2019, to September 24, 2024.

15 8.2 The Parties agree that if the number of pay periods exceeds 53,706 by more than 10%
16 (e.g., to greater than 59,078 pay periods), Defendants at their sole discretion shall either: (1) increase the
17 Maximum Settlement amount by the proportional amount for the percentage of workweeks above ten
18 (10) percent (i.e., by the percentage of pay periods above 59,078 pay periods); or (2) end the PAGA
19 Period at the point in time where pay periods equal 59,078 pay periods. For example, if Defendant
20 elects the first option, and it is determined that the total number of pay periods worked by the
21 Aggrieved Employees during the PAGA period is determined to be 11% higher than 53,706, the Gross
22 Settlement Amount will be increased by 1%.

23 **9. CONTINUING JURISDICTION OF THE COURT**

24 9.1. *Continuing Jurisdiction.* The Parties agree that, after entry of Judgment, the Court shall
25 retain jurisdiction over the Parties, Actions, and Settlement for purposes of (i) enforcing this
26 Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii)
27 addressing such post-Judgment matters as are permitted by law. This Agreement shall be binding
28 and enforceable under California Code of Civil Procedure section 664.6.

1 **10. ADDITIONAL PROVISIONS**

2 10.1. *No Admission of Liability or Representative Manageability for Other Purposes.* This
3 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
4 Agreement is intended or should be construed as an admission by Defendants that any of the
5 allegations in the operative Complaints have merit or that Defendants have any liability for any
6 claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants'
7 defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of
8 this Settlement only. If, for any reason the Court does not approve the Settlement, Defendants
9 reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest
10 Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the
11 Actions will have no bearing on, and will not be admissible in connection with, any litigation, except
12 for proceedings to enforce or effectuate the Settlement and this Agreement.

13 10.2. *Integrated Agreement.* Upon execution by all Parties and their counsel, this
14 Agreement, together with its attached Exhibits, shall constitute the entire agreement between the
15 Parties relating to the Settlement, superseding any and all oral representations, warranties,
16 covenants, or inducements made to or by any Party.

17 10.3. *Attorney Authorization.* PAGA Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties under this Agreement to effectuate its terms,
20 and to execute any other documents reasonably required to effectuate the terms of this Agreement,
21 including any amendments to this Agreement.

22 10.4. *Cooperation.* The Parties and their counsel will cooperate and use their best efforts, in
23 good faith, to implement the Settlement by, among other things, modifying the Settlement,
24 submitting supplemental evidence, and supplementing points and authorities as requested by the
25 Court. In the event the Parties are unable to agree upon the form or content of any document
26 necessary to implement the Settlement, or on any modification of this Agreement that may become
27 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the
28 Court for resolution.

1 10.5. *No Prior Assignments.* The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
3 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
4 released and discharged by the Party in this Settlement.

5 10.6. *No Tax Advice.* Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel
6 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
8 10, as amended) or otherwise.

9 10.7. *Modification of Agreement.* This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 10.8. *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to
13 the benefit of, the successors of each of the Parties.

14 10.9. *Applicable Law.* All terms and conditions of this Agreement and its Exhibits will be
15 governed by and interpreted according to the internal laws of the State of California, without regard
16 to conflict of law principles.

17 10.10. *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 10.11. *Confidentiality.* To the extent permitted by law, all agreements made, and orders
21 entered during the Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 10.12. *No Publicity.* Plaintiffs and PAGA Counsel agree that they have not and will not
24 publish the settlement in any form of media, including, but not limited to all forms of social
25 media, and that the settlement shall remain fully confidential until approval. In response to any
26 inquiries Plaintiffs will state something to the effect of “the case was resolved, and it was
27 resolved confidentially.” PAGA Counsel shall not report the settlement in any medium or in any
28 publication, including, but not limited to all forms of social media, shall not post or report

1 anything regarding the claims of Plaintiffs or the PAGA members or the settlement on their
2 website, and shall not contact any reporters or media regarding the settlement. However, PAGA
3 Counsel is authorized to make disclosures to the Court and the LWDA for the purposes of
4 obtaining the approval of the settlement. This disclosure is limited to court filings and neither
5 Plaintiffs nor PAGA Counsel or representatives are permitted to disseminate or publish, distribute
6 or discuss the information provided to the Court in those filings outside the filings themselves and
7 any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding the
8 foregoing, PAGA Counsel may include the settlement (and/or a summary of the settlement) in
9 future declarations filed in support of PAGA Counsel's experience and/or adequacy to represent
10 PAGA aggrieved employees or class members.

11 10.13. *Use and Return of Aggrieved Employee Data.* Information provided to PAGA
12 Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the
13 Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the
14 mediation, other settlement negotiations, or in connection with the Settlement, may be used only
15 with respect to this Settlement, and no other purpose, and may not be used in any way that violates
16 any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the
17 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all
18 paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior
19 to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA
20 Counsel for the return, rather than the destruction, of Aggrieved Employee Data. PAGA Counsel
21 will defend and indemnify Defendants for any breach of Employee Data provided to PAGA Counsel
22 by Defendants.

23 10.14. *Headings.* The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 10.15. *Calendar Days.* Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

1 10.16. *Notice.* All notices, demands or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the
3 third business day after mailing by United States mail, or the day sent by email or messenger,
4 addressed as follows:

5 To Plaintiffs:

6 CASTLE LAW; CALIFORNIA EMPLOYMENT COUNSEL, PC.

7 Timothy B. Del Castillo (SBN: 277296)

8 Kent L. Bradbury (SBN: 279402)

9 2999 Douglas Blvd., Suite 180

10 Roseville, CA 95661

11 Telephone: (916) 245-0122

12 Email: tdc@castleemploymentlaw.com

13 Email: kb@castleemploymentlaw.com

14 To Defendants:

15 FISHER & PHILLIPS LLP

16 Todd B. Scherwin

17 Anet M. Drapalski

18 Joel Moon

19 444 South Flower Street, Suite 1500

20 Los Angeles, California 90071

21 Telephone: (213) 330-4500

22 Email: tscherwin@fisherphillips.com

23 Email: adrapalski@fisherphillips.com

24 Email: jmoon@fisherphillips.com

25 10.17. *Execution in Counterparts.* This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this
27 Agreement shall be accepted as an original. All executed counterparts and each of them will be
28 deemed to be one and the same instrument if counsel for the Parties will exchange between
themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
the existence and contents of this Agreement.

 10.18. *Stay of Litigation.* The Parties agree that, upon the full execution of this Agreement,
the litigation, including pending individual arbitrations being prosecuted by Plaintiffs, shall be
stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing

1 of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial
2 under CCP section 583.310 for the entire period of this settlement process.

3 The Parties hereby execute this Agreement.

4 **PLAINTIFF AND PAGA REPRESENTATIVE**

5
6 Dated: Mar 4, 2025

PLAINTIFF FRANK ORTEGON-RAMIREZ

7
8 By Frank Ortegon-Ramirez
9 Frank Ortegon-Ramirez (Mar 4, 2025 22:55 CST)
FRANK ORTEGON-RAMIREZ

10 **DEFENDANTS**

11 Dated: _____

12 DEFENDANT ECLIPSE RTO, LLC

13 By _____
14
15 on Behalf of ECLIPSE RTO, LLC

16 Dated: _____

17 DEFENDANT STAFFPAY, INC

18 By _____
19
20 on Behalf of STAFFPAY, INC

1 of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial
2 under CCP section 583.310 for the entire period of this settlement process.

3 The Parties hereby execute this Agreement.

4 **PLAINTIFF AND PAGA REPRESENTATIVE**

6 Dated: _____

PLAINTIFF FRANK ORTEGON-RAMIREZ

9 By _____
FRANK ORTEGON-RAMIREZ

10 **DEFENDANTS**

11 Dated: March 5th, 2025

12 DEFENDANT ECLIPSE RTO, LLC

13 By 3V8

15 on Behalf of ECLIPSE RTO, LLC

16 Dated: _____

17 DEFENDANT STAFFPAY, INC

19 By _____

20 on Behalf of STAFFPAY, INC

1 of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial
2 under CCP section 583.310 for the entire period of this settlement process.

3 The Parties hereby execute this Agreement.

4 **PLAINTIFF AND PAGA REPRESENTATIVE**

6 Dated: _____

PLAINTIFF FRANK ORTEGON-RAMIREZ

9 By _____
FRANK ORTEGON-RAMIREZ

10 **DEFENDANTS**

11 Dated: _____

12 DEFENDANT ECLIPSE RTO, LLC

14 By _____
15 on Behalf of ECLIPSE RTO, LLC

16 Dated: Mar 4, 2025

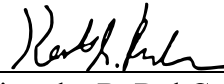
17 DEFENDANT STAFFPAY, INC

18 Cheryl Schmidt
19 By Cheryl Schmidt (Mar 4, 2025 17:27 PST)
20 Cheryl Schmidt
on Behalf of STAFFPAY, INC

1 **PLAINTIFF'S COUNSEL**

2 Dated: March 4, 2025

CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

3
4 By 
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff

7
8 **DEFENDANTS' COUNSEL**

9
10 Dated: March 5, 2025

FISHER & PHILLIPS LLP

11
12 By 
Todd B. Scherwin
Anet Drapalski
Joel Moon
J. Misa Keelan
Attorneys for Defendants
ECLIPSE RTO, LLC; AND STAFFPAY, INC.
dba EMPLICITY