

1 DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
2 david@yeremianlaw.com
Natalie Haritounian (SBN 324318)
3 natalie@yeremianlaw.com
535 N. Brand Blvd., Suite 705
4 Glendale, California 91203
Telephone: (818) 230-8380
5 Facsimile: (818) 230-0308

6 UNITED EMPLOYEES LAW GROUP, PC
Walter Haines (SBN 71075)
7 whaines@uelg.com
5500 Bolsa Ave., Suite 201
8 Huntington Beach, CA 92649
Telephone: (310) 652-2242

9
10 Attorneys for Plaintiff MARTIN TORRES, FRANK GONDA,
on behalf of themselves and others similarly situated

11 [*Counsel for Defendants listed on the following page*]

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**

14 MARTIN TORRES, an individual; and
15 FRANK GONDA, an individual on behalf of
themselves and others similarly situated,

16 Plaintiffs,

17 vs.

18 RAPID MANUFACTURING, a business
19 entity of unknown form; AFFLUENT
STAFFING, LLC, a California limited liability
20 company; and DOES 1 through 50, inclusive,

21 Defendants.

Case No.: 30-2019-01089455-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:
Hon. Judge William Claster
Dept.: CX104

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: August 9, 2019
First Amended Complaint: October 15, 2019
Second Amended Complaint: August 24, 2020
Trial Date: None Set

1 [Listing of Counsel Continued from first page]

2 LEWIS BRISBOIS BISGAARD & SMITH LLP

3 Katherine C. Den Bleyker (SBN 257187)

4 Katherine.DenBleyker@lewisbrisbois.com

5 Sanam Aghnami (SBN 327474)

6 Sanam.Aghnami@lewisbrisbois.com

7 633 West 5th Street, Suite 4000

8 Los Angeles, California 90071

9 Telephone: 213.250.1800

10 Facsimile: 213.250.7900

11 Attorneys for Defendants RAPID MANUFACTURING

12 THE SANDS LAW GROUP, APLC

13 Thomas D. Sands (SBN 279020)

14 Thomas@thesandslawgroup.com

15 205 S. Broadway Suite 500

16 Los Angeles, CA 90012

17 Telephone: (213) 788-4412

18 Facsimile: (888) 623-8382

19 Attorneys for Defendants AFFLUENT STAFFING, LLC

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff MARTIN TORRES and FRANK
3 GONDA (collectively “Plaintiffs” or “Class Representatives”), on behalf of themselves and all
4 others similarly situated, and Defendants RAPID MANUFACTURING and AFFLUENT
5 STAFFING, LLC, (collectively “Defendants”) (collectively with Plaintiffs, the “Parties”).

6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement.

8 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 9 1. “Action” means *Martin Torres, et al. v. Rapid Manufacturing, et al.*, Orange
10 County Superior Court, Case No. 30-2019-01089455-CU-OE-CXC.
- 11 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
12 Court for Class Counsel’s litigation and resolution of this Action.
- 13 3. “Class Counsel” means David Yeremian & Associates, Inc.
- 14 4. “Class List” means a complete list of all Class Members that Defendants will
15 diligently and in good faith compile from its records and provide to the Settlement
16 Administrator within fourteen (14) days after Preliminary Approval of this Settlement. The
17 Class List will be formatted in Microsoft Office Excel and will include the following
18 information from Defendants’ records: each Class Member’s full name; last-known mailing
19 address; Social Security number; and dates of employment as a non-exempt employee in
20 California during the Class Period.
- 21 5. “Class Member(s)” or “Settlement Class” means all individuals who worked for
22 Defendant Rapid Manufacturing as hourly and/or non-exempt employees in California at any
23 time from August 9, 2015 through November 5, 2020. “Class Members” shall not include any
24 person who submits a timely and valid request for exclusion.
- 25 6. “Class Period” means the period from August 9, 2015 through November 5,
26 2020.

1 7. “Class Representative Enhancement Payment” means the amount approved by
2 the Court to be paid to Plaintiffs in recognition of their contributions to the Action on behalf of
3 Class Members and Aggrieved Employees.

4 8. “Court” means the Superior Court of California, County of Orange.

5 9. “Defendants” means RAPID MANUFACTURING and AFFLUENT
6 STAFFING, LLC.

7 10. “Effective Date” means: (a) the date of entry of the Court’s order granting final
8 approval of the Settlement Agreement and Judgment, if no objections have been filed or if an
9 objection was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is
10 filed, then the date when the time expires to file an appeal of the Court’s grant of Final
11 Approval of the Settlement Agreement; or (c) if an objection is filed, as well as a timely Notice
12 of Appeal of the Court’s grant of Final Approval of the Settlement Agreement, then the date the
13 appeal is finally resolved, with the final approval unaffected.

14 11. “Individual Settlement Payment” means each Class Member’s share of the Net
15 Settlement Amount.

16 12. “Gross Settlement Amount” is the amount of Eight Hundred Thousand Dollars
17 and Zero Cents (\$800,000.00), which is the maximum amount to be paid by Defendants
18 pursuant to this Settlement Agreement. The Gross Settlement Amount includes all Individual
19 Settlement Payments to Class Members, the Class Representative Enhancement Payment to
20 Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, the Settlement Administration Costs to
21 the Settlement Administrator and the PAGA Payment as specified in this Agreement.
22 Defendants shall pay the employer’s share of payroll taxes due on the portion of Settlement
23 Payments allocated to wages separately and in addition to the Gross Settlement Amount. The
24 Parties agree that Defendants will have no obligation to pay any amount in connection with this
25 Settlement Agreement apart from the Gross Settlement Amount and the employer’s share of
26 payroll taxes due on the portion of Settlement Payments allocated to wages, and that none of
27 the Gross Settlement Amount will revert to Defendants.
28

1 13. “Net Settlement Amount” means the Gross Settlement Amount, less the
2 Attorneys’ Fees and Costs, Class Representative Enhancement Payments, Settlement
3 Administration Costs, and seventy-five percent (75%) of the PAGA Payment as specified in
4 this Agreement.

5 14. “Objection” means any written objection to this Settlement sent by a Class
6 Member to the Settlement Administrator as specified herein and in the Notice of Settlement.
7 An Objection to Settlement must be sent to the Settlement Administrator within the time
8 limitations set forth in this Stipulation.

9 15. “Notice of Class Action Settlement” means the notice of settlement, attached as
10 **Exhibit A**, to be mailed to all members of the Settlement Class upon Preliminary Approval.

11 16. “PAGA” means the California Labor Code Private Attorneys General Act of
12 2004.

13 17. “PAGA Payment” means the payment made hereunder to the California Labor
14 and Workforce Development Agency and the Settlement Class Members for settlement of
15 claims for civil penalties under PAGA.

16 18. “Parties” means Plaintiffs and Defendants collectively.

17 19. “Plaintiffs” means MARTIN TORRES and FRANK GONDA.

18 20. “Preliminary Approval” means the Court order granting preliminary approval of
19 the Settlement Agreement.

20 21. “Released Claims” means all causes of action and factual or legal theories that
21 were alleged in the operative complaints or that could have been alleged against Defendants
22 based on the facts contained in the operative complaints, including violations of California
23 Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 558, 1174, 1174.5, 1185,
24 1194, 1194.2, 1197, 2802, 2698, and 2699 *et seq.*, California Code of Regulations, Title 8,
25 section 11000 *et seq.*, and California Business & Professions Code §§ 17200 to 17208, and the
26 applicable IWC Wage Orders from the following claims for relief: (a) failure to pay all regular
27 wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest
28 periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete,

1 accurate or properly formatted wage statements; (d) waiting time penalties; (e) failure to
2 reimburse all necessary business expenditures; (f) failure to maintain accurate records; (g)
3 unfair business practices that could have been premised on the claims, causes of action or legal
4 theories of relief described above or any of the claims, causes of action or legal theories of
5 relief pleaded in the operative complaint; (h) all claims under the California Labor Code Private
6 Attorneys General Act of 2004 that could have been premised on the claims, causes of action or
7 legal theories described above or any of the claims, causes of action or legal theories of relief
8 pleaded in the operative complaint; (i) any other claims or penalties under the California Labor
9 Code or other wage and hour laws pleaded in the Action; and (j) all damages, penalties, interest
10 and other amounts recoverable under said claims, causes of action or legal theories of relief.

11 The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect
12 of the Judgment will be the same as that of the Release. Defendants shall be entitled to a release
13 of Released Claims which occurred during the Class Period only during such time that the
14 Settlement Class Member was classified as non-exempt, and expressly excluding all other
15 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
16 security, workers' compensation, claims while classified as exempt, and claims outside of the
17 Class Period.

18 22. "Released Parties" means Defendants, and their past, present and/or future,
19 direct and/or indirect, officers, directors, members, managers, employees, agents, principals,
20 heirs, accountants, auditors, consultants, representatives, attorneys, insurers, partners, investors,
21 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
22 successors, assigns, and joint venturers, if any.

23 23. "Request for Exclusion" means a timely written request by a Class Member to
24 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class
26 Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the
27 Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included
28 in the Settlement; and (v) be postmarked on or before the Response Deadline.

1 to pay: (i) Individual Settlement Amounts; (ii) the Class Representative Enhancement Payment
2 to Plaintiffs; (iii) Attorneys' Fees and Costs; (iv) the PAGA Payment; and the (v) Settlement
3 Administration Costs.

4 30. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees
5 and Costs of not more than Two Hundred Sixty Six Thousand Six Hundred Sixty Six Dollars
6 and Sixty Six Cents (\$266,666.66) in attorney's fees and not more than Seventeen Thousand
7 Dollars and Zero Cents (\$17,000.00) in costs, and Defendants agree not to oppose such
8 application. All Attorneys' Fees and Costs will be paid from the Gross Settlement Amount.
9 Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the
10 Court fails to approve the amount of Attorneys' Fees and Costs sought by Class Counsel. Any
11 portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be added to the Net
12 Settlement Amount.

13 31. Class Representative Enhancement Payment. Plaintiffs will apply to the Court for
14 a Class Representative Enhancement Payment of not more than Five Thousand Dollars and Zero
15 Cents (\$5,000.00) for each of them (total for both Plaintiffs \$10,000.00) for their effort and work
16 in prosecuting the Action on behalf of Class Members and Aggrieved Employees and Defendants
17 agrees not to oppose such application. The Class Representative Enhancement Payment, which
18 will be paid from the Gross Settlement Amount, will be in addition to Plaintiffs' right to an
19 Individual Settlement Payment pursuant to the Settlement. Plaintiffs will be solely and legally
20 responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph
21 and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest
22 arising as a result of the payments. Plaintiffs will not have the right to revoke this Settlement in
23 the event the Court fails to approve the amount sought by Plaintiffs as a Class Representative
24 Enhancement Payment. Any portion of the Class Representative Enhancement Payment not
25 awarded to the Class Representatives will be added to the Net Settlement Amount.

26 32. Settlement Administration Costs. The Settlement Administrator will be paid for
27 the reasonable costs of administration of the Settlement and distribution of payments. These
28 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the

1 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
2 preparing and distributing Notices of Class Action Settlement, calculating and distributing all
3 payments to be made pursuant to the Settlement, and providing necessary reports and
4 declarations. Class Counsel obtained a “not to exceed” quote from the Settlement Administrator
5 to complete the administration for \$21,000.00. The Settlement Administrator’s “not to exceed”
6 quote will represent the Settlement Administrator’s agreement that, based on the class size and
7 distributions under the terms of this Settlement, the costs for administration of the terms of this
8 Settlement will not exceed the specified amount. All of the Settlement Administration Costs
9 shall be paid from the Gross Settlement Amount upon completion of all duties required to be
10 performed by the Settlement Administrator under the terms of this Settlement, or as otherwise
11 required by the Court, subject to the “not to exceed” quote from the Settlement Administrator.
12 The Settlement Administrator will set up the Qualified Settlement Fund.

13 33. PAGA Payment. Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be
14 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under
15 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of such \$30,000.00
16 PAGA Payment, or \$22,500.00, to the LWDA. Twenty-five (25%) of the \$30,000.00 PAGA
17 Payment, or \$7,500.00, will be included in the Net Settlement Amount and distributed to
18 Settlement Class Members as described in this Agreement. Each Settlement Class Member’s
19 pro rata share of that \$7,500.00 will be part of his or her Individual Settlement Payment.

20 34. Escalator. This settlement is based on Defendant’s representation that there are
21 approximately 1852 Class Members and approximately 81,453.29 workweeks at issue, and
22 Affluent Staffing, LLC’s representation that it only placed 30 employees at Rapid Manufacturing
23 during the putative class period. At the time of preliminary approval, if the number of workweeks
24 increases by more than 10% upon confirmation of the workweeks, Plaintiffs may request a pro rata
25 increase in the Gross Settlement Amount from Defendants, and if Defendants refuse, Plaintiffs
26 may void the settlement before final approval as to the party which has refused the pro rata
27 increase.
28

1 35. Individual Settlement Payment Calculations. Individual Settlement Payments
2 will be calculated and apportioned from the Net Settlement Amount based on the number of
3 Workweeks a Class Member worked during the Class Period as a non-exempt employee in
4 California. Specific calculations of Individual Settlement Payments will be made as follows:

5 34(a). The Settlement Administrator will calculate the total number of
6 Workweeks worked by each Class Member as a non-exempt employee in California during the
7 Class Period and the aggregate total number of Workweeks worked by all Class Members as
8 non-exempt employees in California during the Class Period.

9 34(b). To determine each Class Member’s estimated “Individual Settlement
10 Payment,” the Settlement Administrator will use the following formula: The Net Settlement
11 Amount will be divided by the aggregate total number of Workweeks, resulting in the
12 Workweek Value. Each Class Member’s “Individual Settlement Payment” will be calculated by
13 multiplying each individual Class Member’s total number of Workweeks by the Workweek
14 Value.

15 34(c). The entire Net Settlement Amount will be disbursed as Individual
16 Settlement Payments to Class Members. If there are any valid and timely Requests for
17 Exclusion from members of the Settlement Class, the Settlement Administrator shall
18 proportionately increase the Individual Settlement Payment for each Class Member according
19 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
20 Class equals 100% of the Net Settlement Amount.

21 36. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
22 Class Members under this Settlement, as well as any other payments made pursuant to this
23 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
24 which any Class Members may be eligible, including, but not limited to: (i) profit-sharing
25 plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick
26 leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties’ intention
27 that this Settlement Agreement will not affect any rights, contributions, or amounts to which
28 any Class Members may be entitled under any benefit plans.

1 37. Settlement Administration Process. The Parties agree to cooperate in the
2 administration of the settlement and to make all reasonable efforts to control and minimize the
3 costs and expenses incurred in administration of the Settlement.

4 38. Delivery of the Class List. Within fourteen (14) calendar days of entry of the
5 Court's Order Granting Preliminary Approval, Defendants will provide the Class List to the
6 Settlement Administrator.

7 39. Notice by First-Class U.S. Mail. Within ten (10) days after receiving the Class
8 List from Defendants, the Settlement Administrator will mail a Notice of Class Action
9 Settlement to all Class Members via regular First-Class U.S. Mail, using the most current,
10 known mailing addresses identified in the Class List.

11 40. Confirmation of Contact Information in the Class List and Undeliverable
12 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
13 National Change of Address Database for information to update and correct for any known or
14 identifiable address changes. Any Notices of Class Action Settlement returned to the Settlement
15 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
16 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
17 Administrator will indicate the date of such re-mailing on the Notice of Class Action
18 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly
19 attempt to determine the correct address using an Accurint search/skip-trace, and will then
20 perform a single re-mailing.

21 41. Notices of Class Action Settlement. All Class Members will be mailed a Notice
22 of Class Action Settlement in the form attached as Exhibit A, or as provided by Court order.

23 42. Disputed Information on Notices of Class Action Settlement. Class Members
24 will have an opportunity to dispute the information provided in their Notices of Class Action
25 Settlement. To the extent Class Members dispute their employment dates or the number of
26 Workweeks, Class Members may produce evidence to the Settlement Administrator showing
27 that such information is inaccurate. The Settlement Administrator will advise the Parties of
28 such dispute, allow Defendants five (5) business days to respond with any additional

1 information or records, and then decide the dispute. Defendants' records will be presumed
2 correct, but the Settlement Administrator will evaluate the evidence submitted by the Class
3 Member and Defendants and will make the final decision as to the merits of the dispute.

4 43. Requests for Exclusion. Any Class Member wishing to opt-out from the
5 Settlement Agreement must sign and postmark a written Request for Exclusion to the
6 Settlement Administrator within the Response Deadline. The postmark date will be the
7 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
8 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly,
9 to opt out of the Settlement Agreement. More specifically, a Class Member may request to be
10 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
11 by timely mailing a Request for Exclusion letter to the Settlement Administrator stating that the
12 Class Member wants to be excluded from this Action. This letter must include the Class
13 Member's name, address, telephone number, and signature. To be valid and timely, the request
14 to be excluded must be postmarked by the Response Deadline date that will be specified in the
15 Class Notice (no less than sixty (60) days from the initial mailing of the Class Notice by the
16 Settlement Administrator). A Class Member who properly submits a valid and timely request
17 to be excluded from the Action will not receive any payment of any kind in connection with
18 this Agreement or this Action, will not be bound by or receive any benefit of this Agreement,
19 and will have no standing to object to the Settlement. Class Members who do not timely
20 request exclusion will be bound by the releases herein and receive an individual settlement
21 payment ("Participating Class Members"). A request for exclusion must be mailed to the
22 Settlement Administrator at its address to be provided in the Class Notice, and the Settlement
23 Administrator will promptly transmit the requests for exclusion to counsel for the parties.

24 44. Defective Submissions. If a Class Member's Request for Exclusion is defective
25 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
26 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
27 (3) business days of receiving the defective submission to advise the Class Member that his or
28 her submission is defective and that the defect must be cured to render the Request for

1 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)
2 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
3 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within
4 that period, it will be deemed untimely.

5 45. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
6 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
7 timely and valid Request for Exclusion will be bound by all of its terms, including those
8 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
9 it grants final approval of the Settlement.

10 46. Objection Procedures. The Notice Packet shall state that Settlement Class
11 Members who wish to object to the Settlement may do so by a written statement of objection
12 (“Notice of Objection”) to be mailed by the Response Deadline to the Settlement Administrator
13 or by appearing at the hearing for Final Approval. The Objection must be signed by the Class
14 Member and contain all information required by this Settlement Agreement. The postmark date
15 of the filing and service will be deemed the exclusive means for determining that the Objection
16 is timely. The Notice of Objection must state: (1) the case name and number; (2) the name of
17 the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four
18 digits of the Settlement Class Member’s Social Security number; (4) the basis for the objection;
19 and (5) if the Settlement Class Member intends to appear at the Final Approval/Settlement
20 Fairness Hearing. The Settlement Administrator will promptly provide any Notices of
21 Objection to the parties’ counsel upon receiving them. Class Counsel will include all objections
22 received and Plaintiffs’ response(s) with Plaintiffs’ motion for final approval of the Settlement.
23 Settlement Class Members may also have a right to have their objections heard at the Final
24 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members
25 with respect to any such Objections to this Settlement, and any Class Members who request
26 exclusion from the Settlement will not have standing to object to it.

27 47. Settlement Administrator Reports. The Settlement Administrator will provide
28 Defendants’ counsel and Class Counsel a weekly report of the number of Class Members who

1 have submitted valid Requests for Exclusion, Objections, and disputes regarding Workweeks
2 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties
3 any updated reports regarding the administration of the Settlement Agreement as needed or
4 requested.

5 48. Distribution and Timing of Payments. Within 30 days of the Effective Date, and
6 after Defendants has fully funded the Qualified Settlement Fund with the Gross Settlement
7 Amount, the Settlement Administrator will issue payments to: (i) all Class Members who have
8 not submitted a valid and timely Request for Exclusion, including any Class Member whose
9 notice was returned as undeliverable; (ii) Plaintiffs; (iii) Class Counsel; and (iv) the LWDA.
10 The Settlement Administrator will also issue a payment to itself for Court-approved services
11 performed in connection with the Settlement. The Settlement Administrator will pay Individual
12 Settlement Payments from the Net Settlement Amount to all Participating Class Members. The
13 Settlement Administrator will do so by sending a check in the appropriate amount to the Class
14 Member at the address indicated in the list of Class Member names and addresses provided by
15 Defendants, or as subsequently determined by the Settlement Administrator to be correct.

16 49. Un-cashed Settlement Checks. Class Members will receive checks for their
17 Individual Settlement Payments. Checks will remain negotiable for 180 days (“Check-Cashing
18 Deadline”). Any check not cashed within 180 calendar days will be void. The money from the
19 uncashed checks shall be distributed by the Settlement Administrator, in accordance with
20 California Code of Civil Procedure section 384. Any amounts from the settlement checks that
21 remain uncashed and otherwise unclaimed shall be tendered to the State of California
22 Controller’s Office in the name of the individual who did not cash the check.

23 50. Certification of Completion. Upon completion of administration of the
24 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
25 such completion to the Court and counsel for all Parties.

26 51. Allocation of Individual Settlement Payments. All Individual Settlement
27 Payments will be allocated as follows: (a) 10% as wages and (b) 90% as penalties and interests.
28

1 The Settlement Administrator will be responsible for issuing to claimants a form W-2 for
2 amounts deemed “wages” and an IRS Form 1099 for the portions allocated to penalties.

3 52. Administration of Taxes by the Settlement Administrator. The Settlement
4 Administrator will be responsible for issuing to Plaintiffs, Class Members, and Class Counsel
5 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
6 Settlement Administrator will also be responsible for forwarding all taxes and penalties to the
7 appropriate government authorities as may be required by law.

8 53. Tax Liability. Defendants make no representation as to the tax treatment or
9 legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not
10 relying on any statement, representation, or calculation by Defendants or by the Settlement
11 Administrator in this regard. Plaintiffs and Class Members understand and agree that they will
12 be solely responsible for the payment of any taxes and penalties assessed on the payments
13 described herein and will defend, indemnify, and hold Defendants free and harmless from and
14 against any claims resulting from treatment of such payments as non-taxable damages.

15 54. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
16 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
17 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
18 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
19 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
20 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
21 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
22 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
23 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
24 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
25 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
26 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
27 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
28 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

1 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
2 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
3 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
5 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
6 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
7 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
8 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
9 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
10 AGREEMENT.

11 55. No Prior Assignments. The Parties and their counsel represent, covenant, and
12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
13 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
14 demand, action, cause of action or right herein released and discharged.

15 56. Nullification of Settlement Agreement. In the event that: (i) the Court does not
16 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final
17 for any other reason, then this Settlement Agreement, and any documents generated to bring it
18 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
19 this Settlement Agreement will likewise be treated as void from the beginning, it will be of no
20 force or effect whatsoever, it will not be referred to or used for any purpose whatsoever, and the
21 negotiation, terms and entry of it shall remain subject to the provisions of California Evidence
22 Code §§ 1119 and 1152.

23 Defendant Rapid Manufacturing denies all of the claims and allegations asserted in the
24 Action (as defined herein). Defendant Rapid Manufacturing has agreed to resolve this Action
25 via this Stipulation, but to the extent this Stipulation is deemed void or does not take effect,
26 Defendant Rapid Manufacturing does not waive, but rather expressly reserves, all rights to
27 challenge all such claims and allegations in the Action upon all procedural and factual grounds,
28 including without limitation the ability to challenge suitability for class treatment or

1 representative adjudication on any grounds or to assert any and all defenses or privileges. The
2 Class Representative and their counsel agree that Defendant Rapid Manufacturing retains and
3 reserves these rights. In particular, the Class Representative and their counsel waive and agree
4 not to argue or to present any argument that Defendant Rapid Manufacturing would be
5 estopped from contesting class certification because it has entered into this Stipulation.

6 57. Tolerance of Opt-Outs. Defendants retain the right, in the exercise of their sole
7 discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period, if
8 more than fifty (50) of the Class Members opt out of this settlement. Escalator. This settlement is
9 based on Defendant's representation that there are approximately 1852 Class Members and
10 approximately 81453.29 workweeks as of August 4, 2020. At the time of preliminary approval, if
11 the number of workweeks increases by more than 10% upon confirmation of the workweeks, then
12 there will be a pro rate adjustment to the Gross Settlement Amount which shall automatically
13 increase in proportion to the increased percentage of workweeks.

14 58. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
15 to request the Preliminary Approval of the Settlement Agreement, and the entry of a
16 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
17 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii)
18 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
19 Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as
20 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit
21 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
22 proposed Notice of Class Action Settlement.

23 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
24 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,
25 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
26 conducted to determine the Final Approval of the Settlement Agreement along with the
27 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative
28 Enhancement Payment; (iii) Attorneys' Fees and Costs; and (iv) all Settlement Administration

1 Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30)
2 days after the Response Deadline. Class Counsel will be responsible for drafting all documents
3 necessary to obtain final approval. Class Counsel will also be responsible for drafting the
4 attorneys' fees and costs application to be heard at the final approval hearing.

5 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
6 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
7 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
8 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
9 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
10 Judgment matters as may be appropriate under court rules or as set forth in this Settlement
11 Agreement.

12 61. General Release by Plaintiffs. In consideration for the consideration set forth in
13 this Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, does waive,
14 release, acquit and forever discharge the Released Parties, from any and all claims, actions,
15 charges, complaints, grievances and causes of action, of whatever nature, whether known or
16 unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Agreement,
17 including but not limited to any and all tort claims, contract claims, wage claims, wrongful
18 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
19 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
20 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under
21 any federal, state or other governmental statute, law, regulation or ordinance, including any
22 claims arising under the California Fair Employment and Housing Act (FEHA), the California
23 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage
24 and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
25 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
26 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
27 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
28 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state

1 or other governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waive
2 and relinquish any and all claims, rights or benefits that they may have under California Civil
3 Code § 1542, which provides as follows:

4 **A GENERAL RELEASE DOES NOT EXTEND TO**
5 **CLAIMS THAT THE CREDITOR OR RELEASING**
6 **PARTY DOES NOT KNOW OR SUSPECT TO**
7 **EXIST IN HIS OR HER FAVOR AT THE TIME OF**
8 **EXECUTING THE RELEASE AND THAT, IF**
9 **KNOWN BY HIM OR HER WOULD HAVE**
10 **MATERIALLY AFFECTED HIS OR HER**
11 **SETTLEMENT WITH THE DEBTOR OR**
12 **RELEASED PARTY.**

13 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
14 which they now know or believe to exist, but they expressly agree to fully, finally and forever
15 settle and release any and all claims against the Released Parties, known or unknown, suspected
16 or unsuspected, which exist or may exist against Released Parties at the time of execution of
17 this Agreement, including, but not limited to, any and all claims relating to or arising from
18 Plaintiffs' employment with Defendants. The Parties further acknowledge, understand and
19 agree that this representation and commitment is essential to the Agreement and that this
20 Agreement would not have been entered into were it not for this representation and
21 commitment.

22 62. Release by All Settlement Class Members. Plaintiffs and all Class Members
23 who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his
24 or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully
25 and finally release and discharge the Released Parties from any and all of the Released Claims
26 for the entirety of the Class Period. This waiver and release will be final and binding on the
27 Effective Date, and will have every preclusive effect permitted by law. Plaintiffs and the
28 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
different from those they now know or currently believe to be true with respect to the Released
Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the
scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the

1 Settlement Class Members shall be deemed to have, and by operation of the final judgment
2 approved by the Court, shall have, fully, finally, and forever settled and released all of the
3 Released Claims. The parties understand and specifically agree that the scope of the release
4 described in this Paragraph: is a material part of the consideration for this Agreement; was
5 critical in justifying the agreed upon economic value of this settlement and without it
6 Defendants would not have agreed to the consideration provided; and is narrowly drafted and
7 necessary to ensure that Defendants is obtaining peace of mind regarding the resolution of
8 claims that were or could have been alleged based on the facts, causes of action, and legal
9 theories contained in the operative complaint in the Action.

10 63. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
11 include the terms set forth in any attached Exhibits, which are incorporated by reference as
12 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
13 the Settlement.

14 64. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or
15 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
16 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
17 person or entity, except potential class members and as shall be contractually required to
18 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs
19 and Class Counsel agree not to issue press releases, communicate with, or respond to any
20 media or publication entities, publish information in manner or form, whether printed or
21 electronic, on any medium or otherwise communicate, whether by print, video, recording or
22 any other medium, with any person or entity concerning the Settlement, including the fact of
23 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as
24 shall be contractually required to effectuate the terms of the Settlement. However, for the
25 limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other
26 actions, Plaintiffs' Counsel may disclose the name of the Parties in this action and the
27 venue/case number of this action (but not any other settlement details) for such purposes.
28

1 65. No Unalleged Claims. Except for those claims brought forth under *Martin*
2 *Torres, et al. v. Rapid Manufacturing, et al.*, Orange County Superior Court, Case No. 30-2019-
3 01089455-CU-OE-CXC to the extent they are not covered under the Released Claims,
4 Plaintiffs and Class Counsel represent that they are not currently aware of any: (a) unalleged
5 claims in addition to, or different from, those which are finally and forever settled and released
6 against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon
7 which any claims or causes of action could be brought against Defendants, except such facts
8 and theories specifically alleged in the operative complaints in this Action. Plaintiffs and
9 Plaintiffs' Counsel will further represent that, other than the instant Action, they have no current
10 intention of asserting any other claims against Defendants in any judicial or administrative
11 forum. Plaintiffs and Plaintiffs' Counsel will further represent that they do not currently know
12 of or represent any persons who have expressed any interest in pursuing litigation or seeking
13 any recovery against Defendants. The Parties acknowledge, understand and agree that the
14 representations described in this paragraph are essential to the Settlement Agreement and that
15 this Settlement Agreement would not have been entered into were it not for this representation.

16 66. Entire Agreement. This Settlement Agreement and any attached Exhibits
17 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
18 written or oral agreements may be deemed binding on the Parties.

19 67. Amendment or Modification. This Settlement Agreement may be amended or
20 modified only by a written instrument signed by counsel for all Parties or their successors-in-
21 interest.

22 68. Binding on Successors and Assigns. This Settlement Agreement will be binding
23 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
24 defined.

25 69. California Law Governs. All terms of this Settlement Agreement and Exhibits
26 hereto will be governed by and interpreted according to the laws of the State of California.

27 70. Headings. The headings contained in this Settlement Agreement are for
28 convenience and reference purposes only, and will not be given weight in its construction.

1 71. Execution and Counterparts. This Settlement Agreement is subject only to the
2 execution of all Parties. However, the Settlement may be executed in one or more counterparts.
3 All executed counterparts and each of them, including facsimile and scanned copies of the
4 signature page, will be deemed to be one and the same instrument provided that counsel for the
5 Parties will exchange among themselves original signed counterparts.

6 72. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
7 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
8 and have arrived at this Settlement after arm's-length negotiations and in the context of
9 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
10 further acknowledge that they are each represented by competent counsel and that they have
11 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
12 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
13 and the reasonableness of the Settlement and the Court may, in its discretion, contact the
14 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
15 reasonable.

16 73. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
18 extent possible consistent with applicable precedents so as to define all provisions of this
19 Settlement Agreement valid and enforceable.

20 74. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
21 to class certification for purposes of this Settlement only; except, however, that Plaintiffs or
22 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they
23 request from the Court, and either party may appeal any court order that materially alters the
24 Settlement Agreement's terms.

25 75. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
26 dispute that has arisen between them and to avoid the burden, expense and risk of continued
27 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
28 they violated any federal, state, or local law; violated any regulations or guidelines promulgated

1 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
2 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
3 engaged in any other unlawful conduct with respect to its employees. Neither this Settlement,
4 nor any of its terms or provisions, nor any of the negotiations connected with it, will be
5 construed as an admission or concession by Defendants of any such violations or failures to
6 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
7 this Settlement, this Settlement and its terms and provisions will not be offered or received as
8 evidence in any action or proceeding to establish any liability or admission on the part of
9 Defendants or to establish the existence of any condition constituting a violation of, or a non-
10 compliance with, federal, state, local or other applicable law.

11 The Parties understand and acknowledge that this Settlement Agreement constitutes a
12 compromise and settlement of disputed claims. No action taken by the Parties whether
13 previously or in connection with the negotiations or proceedings connected with the Settlement
14 or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any
15 allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any
16 party of any fact, fault, liability, or wrongdoing of any kind whatsoever.

17 Neither the Settlement, nor any act performed or document executed pursuant to or in
18 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission
19 of, or evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any
20 wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be
21 used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in
22 the Action or in any proceeding in any court, administrative agency or other tribunal; or
23 construed as an admission by Plaintiffs regarding the validity of any allegation or claim
24 asserted in this Action or that Plaintiffs have waived any allegation or claim asserted in the
25 Action.

26 76. Waiver. No waiver of any condition or covenant contained in this Settlement or
27 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
28

1 constitute a further waiver by such party of the same or any other condition, covenant, right or
2 remedy.

3 77. Enforcement Action. In the event that one or more of the Parties institutes any
4 legal action or other proceeding against any other Party or Parties to enforce the provisions of
5 this Settlement or to declare rights and/or obligations under this Settlement, the successful
6 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
7 attorneys' fees and costs, including expert witness fees incurred in connection with any
8 enforcement actions.

9 78. Mutual Preparation. The Parties have had a full opportunity to negotiate the
10 terms and conditions of this Settlement. Accordingly, this Settlement will not be construed
11 more strictly against one party than another merely by virtue of the fact that it may have been
12 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
13 negotiations between the Parties, all Parties have contributed to the preparation of this
14 Settlement.

15 79. Representation By Counsel. The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this
17 Settlement, and that this Settlement has been executed with the consent and advice of counsel.
18 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
19 Settlement Agreement.

20 80. All Terms Subject to Final Court Approval. All amounts and procedures
21 described in this Settlement Agreement herein will be subject to final Court approval.

22 81. Cooperation and Execution of Necessary Documents. All Parties will cooperate
23 in good faith and execute all documents to the extent reasonably necessary to effectuate the
24 terms of this Settlement Agreement.

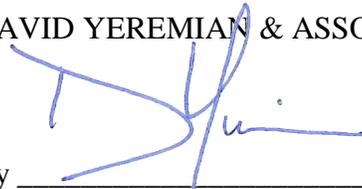
25 82. Binding Agreement. The Parties warrant that they understand and have full
26 authority to enter into this Settlement, and further intend that this Settlement will be fully
27 enforceable and binding on all parties, and agree that it will be admissible and subject to
28

1 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
2 provisions that otherwise might apply under federal or state law.

3 **SO AGREED AND STIPULATED.**

4
5 DATED: October 30, 2020

DAVID YEREMIAN & ASSOCIATES, INC.



7 By _____
8 David Yeremian
9 Natalie Haritounian
10 Attorneys for Plaintiffs MARTIN TORRES
11 and FRANK GONDA and all others similarly
12 situated

13
14 DATED: October __, 2020

LEWIS BRISBOIS BISGAARD & SMITH
LLP

15 By _____
16 Katherine C. Den Bleyker
17 Sanam Aghnami
18 Attorneys for Defendants RAPID
19 MANUFACTURING

20
21 DATED: October __, 2020

THE SANDS LAW GROUP, APLC

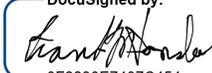
22 By _____
23 Thomas Sands
24 Attorneys for Defendants AFFLUENT
25 STAFFING LLC

26
27 DATED: October 26, 2020

28
By  _____
Plaintiff Martin Torres

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October 26, 2020

DocuSigned by:

By _____
0F2230E7407C454...
Plaintiff Frank Gonda

DATED: October __, 2020

RAPID MANUFACTURING

By _____
Name: Dan Lang
Title: CEO of RAPID MANUFACTURING

DATED: October __, 2020

AFFLUENT STAFFING, LLC

By _____
Name:
Title:

1 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
2 provisions that otherwise might apply under federal or state law.

3 **SO AGREED AND STIPULATED.**

4
5 DATED: October __, 2020

DAVID YEREMIAN & ASSOCIATES, INC.

6

7

By _____

8

David Yeremian
Natalie Haritounian
Attorneys for Plaintiffs MARTIN TORRES
and FRANK GONDA and all others similarly
situated

9

10

DATED: October __, 2020

LEWIS BRISBOIS BISGAARD & SMITH
LLP

11

12

13

14

By _____

15

Katherine C. Den Bleyker
Sanam Aghnami
Attorneys for Defendants RAPID
MANUFACTURING

16

17

18

19

DATED: November 3, 2020

THE SANDS LAW GROUP, APLC

20

21

By _____

22


Thomas Sands
Attorneys for Defendants AFFLUENT
STAFFING LLC

23

24

DATED: October __, 2020

25

26

By _____

Plaintiff Martin Torres

27

28

1 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
2 provisions that otherwise might apply under federal or state law.

3 **SO AGREED AND STIPULATED.**

4
5 DATED: October __, 2020

DAVID YEREMIAN & ASSOCIATES, INC.

6

7

By _____

8

David Yeremian
Natalie Haritounian
Attorneys for Plaintiffs MARTIN TORRES
and FRANK GONDA and all others similarly
situated

9

10

DATED: October 30, 2020

LEWIS BRISBOIS BISGAARD & SMITH
LLP

11

12



13

By _____

14

Katherine C. Den Bleyker
Sanam Aghnami
Attorneys for Defendants RAPID
MANUFACTURING

15

16

17

18

19

DATED: October __, 2020

THE SANDS LAW GROUP, APLC

20

21

By _____

22

Thomas Sands
Attorneys for Defendants AFFLUENT
STAFFING LLC

23

24

DATED: October __, 2020

25

26

By _____

Plaintiff Martin Torres

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October __, 2020

By _____
Plaintiff Frank Gonda

DATED: ~~October~~ ^{November 5th} __, 2020

RAPID MANUFACTURING

By 
Name: Dan Lang
Title: CEO of RAPID MANUFACTURING

DATED: October __, 2020

AFFLUENT STAFFING, LLC

By _____
Name:
Title:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: October __, 2020

By _____
Plaintiff Frank Gonda

DATED: October __, 2020

RAPID MANUFACTURING

By _____
Name: Dan Lang
Title: CEO of RAPID MANUFACTURING

DATED: October 30, 2020

AFFLUENT STAFFING, LLC

By 
Name: Kevin Charco
Title: C.O.O