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17 Attorneys for Defendants  
18 **PERSONAL STAFFING GROUP, LLC**  
19 and **STAFFING SOLUTIONS, INC.**

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **FOR THE COUNTY OF ALAMEDA**

22 LILIA RODRIGUEZ, individually  
23 and on behalf of others similarly  
24 situated,

25 Plaintiff,

26 vs.

27 **PERSONNEL STAFFING GROUP,**  
28 **LLC; STAFFING SOLUTIONS,**  
**INC. d/b/a BALANCE STAFFING;**  
**and DOES 1 through 100, inclusive,**

Defendants.

Case No.: RG17846171

**JOINT STIPULATION RE CLASS  
ACTION SETTLEMENT AND RELEASE**

Dept.: 17

Judge: Hon. Frank Roesch

Complaint filed: January 17, 2017

1 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or  
2 “Settlement Agreement”) is made and entered into by and between plaintiff LILIA  
3 RODRIGUEZ (“Plaintiff” or “Class Representative”), individually and on behalf of all  
4 others similarly situated, and Defendants PERSONAL STAFFING GROUP, LLC and  
5 STAFFING SOLUTIONS, INC. D/B/A BALANCE STAFFING (“Defendants”)  
6 (collectively the “Parties”).

## 7 BACKGROUND

8 This action is entitled *Lilia Rodriguez. v. Personnel Staffing Group LLC et al.*,  
9 Case No. RG17846171, pending in the Superior Court of California for the County of  
10 Alameda. Defendants Staffing Solutions, Inc., which does business as Balance Staffing,  
11 (hereinafter “SSI” or “Balance Staffing”) is a temporary staffing company that contracts  
12 with different venues and businesses to provide them with temporary staffing workers.  
13 For purposes of this action, at all relevant times herein, Defendants Staffing Solutions,  
14 Inc. had a contract with AEG Management Oakland, LLC to supply temporary staffing  
15 workers to perform janitorial services at the Oakland Coliseum and Oracle Arena. As  
16 janitorial workers, Plaintiff and Class Members were assigned to perform janitorial and  
17 clean-up work at the Oakland Coliseum and Oracle Arena during events, before events  
18 and after events. The service contract between Balance Staffing and AEG was entered  
19 into on or about July 1, 2012 and was subsequently terminated by AEG in or about  
20 March of 2018. Balance Staffing has not placed any temporary staffing workers at the  
21 two venues since March of 2018 - after AEG terminated their contract.

22 Defendants Personnel Staffing Group, LLC (“PSG”) has been named in the lawsuit  
23 as a joint employer based on the allegations that PSG retained control over the wages,  
24 hours or working conditions of Class Members (including Plaintiff), that PSG suffered or  
25 permitted Class Members (including Plaintiff) to work, and/or that there was a common-  
26 law employment relationship between PSG and Class Members (including Plaintiff).

27 Defendants deny these allegations.

28

1 On January 17, 2017, Plaintiff Lillia Rodriguez filed this class action against  
2 Personnel Staffing Group, LLC and Staffing Solutions, Inc. d/b/a Balance Staffing for (1)  
3 failure to pay overtime wages, (2) failure to provide meal periods, (3) failure to provide  
4 rest periods, (4) failure to furnish accurate wage statements, (5) failure to pay earned  
5 wages upon termination or discharge, and (6) unfair competition.

6 On April 19, 2017, Plaintiff entered into a Confidential Settlement Agreement and  
7 General Release with Anschutz Entertainment Group, Inc., Management, Oakland, LLC  
8 (“AEG”) to settle and resole Plaintiff’s Charge with the Department of Fair Employment  
9 and Housing, No. 871607-282473 and the Equal Employment Opportunity Commission  
10 (“EEOC”), No. 37A-2017-01866-C against AEG and Tammy Ward, alleging claims of  
11 harassment, discrimination and retaliation on account of her race, language and for  
12 engaging in protected activity. In the Settlement Agreement, the Parties sought to fully  
13 and finally resolve “any and all other claims or disputes, whether known or unknown,  
14 that have been made or could have been made by or on behalf of Rodriguez against  
15 AEG.”

16 On December 19, 2018, Plaintiff amended her complaint to name AEG as a Doe  
17 Defendants.

18 On August 16, 2019, AEG filed a Motion for Sanctions asking for an order  
19 dismissing Plaintiff’s claims against AEG based on the Settlement Agreement.

20 On September 19, 2019, the Court granted the request of AEG for dismissal of the  
21 claims against AEG. The Court also dismissed the class claims against AEG without  
22 prejudice. The Court noted that “While the Doe amendment relates back to the filing of  
23 the complaint for purposes of assessing statutes of limitations, AEG was only added to  
24 the case in December 2018. Plaintiff did not lose her standing to litigate class claims  
25 against AEG - when she attempted to assert the claims she already entirely lacked  
26 standing to do so.”

27 On November 1, 2019, Defendants Staffing Solutions, Inc. (“SSI” or Balance  
28 Staffing”) and Personnel Staffing Group, LLC (“PSG”) filed a Motion to Deny Class

1 Certification or, in the Alternative, to Strike Class Claims, based on the AEG Settlement  
2 Agreement.

3 On January 7, 2020, the Court issued an order denying the Motion.

4 On October 21, 2021, Plaintiff filed her Motion for Class Certification.

5 On November 4, 2021, Defendants filed their Opposition to Plaintiff's Motion for  
6 Class Certification.

7 On February 17, 2022, a hearing on the Motion for Class Certification was held.

8 After several continuances, the Motion for Class Certification was heard on  
9 February 17, 2022. After the hearing, the Court granted the Motion for Class  
10 Certification and certified a class consisting of "all temporary staffing employees hired or  
11 employed by Defendants to work at AEG-managed facilities, the Oakland Coliseum and  
12 the Oracle Arena, in California from January 17, 2014 through the present." For the  
13 Fourth and Fifth Causes of Action (which deals with failure to furnish accurate wage  
14 statements and failure to pay earned wages upon termination or discharge) only, the  
15 Court certifies subclasses consisting of "all temporary staffing employees hired or  
16 employed by Defendants to work at AEG-managed facilities, the Oakland Coliseum and  
17 the Oracle Arena, in California who received itemized earnings statements from  
18 Defendants during the period of February 23, 2016 through the present" and "all  
19 temporary staffing employees hired or employed by Defendants to work at AEG-  
20 managed facilities, the Oakland Coliseum and the Oracle Arena, in California and whose  
21 employment with Defendants ended during the period of February 23, 2016 through the  
22 present," respectively.

23 On September 26, 2022, Defendants PSG and SSI filed their Motions for Summary  
24 Judgment or, in the Alternative, for Summary Adjudication.

25 On November 7, 2022, Plaintiff filed a Motion for Leave to File Fourth Amended  
26 Complaint and to Add Class Representatives in light of the Motions for Summary  
27 Judgment.

1 On November 16, 2022, Plaintiff filed her Opposition to the Motions for Summary  
2 Judgment.

3 On November 21, 2022, Defendants filed their Opposition to Plaintiff's Motion for  
4 Leave to File Fourth Amended Complaint and to Add Class Representatives.

5 All three motions were heard on December 6, 2022. The Court took the Motions  
6 under submission.

7 On December 15, 2022, the Parties attended a mandatory settlement conference  
8 ("MSC") with Judge Herbert. At the MSC, the parties reached a class action settlement,  
9 the terms and conditions of which were memorialized in a Conditional Stipulation for  
10 Settlement, a true and correct copy of which is attached hereto as **Exhibit C** and which is  
11 incorporated by reference as though fully set forth herein. The terms of that settlement  
12 are now being memorialized with greater specificity in this Stipulation for Class Action  
13 Settlement.

#### 14 **DEFINITIONS**

15 The following definitions are applicable to this Settlement Agreement. Definitions  
16 contained elsewhere in this Settlement Agreement will also be effective.

17 1. "Action" means *Lilia Rodriguez. v. Personnel Staffing Group LLC et al.*,  
18 Case No. RG17846171, pending in the Superior Court of California for the County of  
19 Alameda.

20 2. "Class Counsel" means Michael H. Kim, P.C. and its attorneys.

21 3. "Class," "Class Member(s)" or "Settlement Class" means all temporary  
22 staffing employees hired or employed by Defendants to work at AEG-managed facilities,  
23 the Oakland Coliseum and the Oracle Arena, in California from January 17, 2014 through  
24 the date of preliminary approval.

25 4. "Class Period" means the period of January 17, 2014 through the date of  
26 preliminary approval.

27 5. "Court" means the Superior Court of California for the County of Alameda.  
28

1           6.     “Defendants” means Personnel Staffing Group, LLC and Staffing Solutions,  
2 Inc. d/b/a Balance Staffing.

3           7.     “PSG” means Personnel Staffing Group, LLC.

4           8.     “SSI” and “Balance Staffing” mean Staffing Solutions, Inc. d/b/a Balance  
5 Staffing.

6           9.     “Released Parties” means Defendants and all of their present and former  
7 parents and joint ventures, and all of their shareholders, members, managers, officers,  
8 officials, directors, employees, agents, servants, registered representatives, attorneys,  
9 insurers, successors, and assigns, and any other persons acting by, through, under, or in  
10 concert with any of them.

11          10.    “Effective Date” means the latest of the following dates: (i) the date upon  
12 which the Court grants final approval of the Settlement if no Settlement Class members  
13 file objections to the Settlement; or (ii) if a Class Member files an objection to the  
14 Settlement, sixty (60) days after the date upon which the Court grants final approval of  
15 the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated  
16 by an objector, the Effective Date shall be the date of final resolution of that appeal  
17 (including any requests for rehearing and/or petitions for certiorari), resulting in final  
18 judicial approval of the Settlement.

19          11.    “Employer’s Share of Payroll Taxes” means Defendants’ portion of payroll  
20 taxes, including, but not limited FICA and FUTA, on the portion of the Individual  
21 Settlement Payments that constitutes wages. Defendants’ share of payroll taxes shall not  
22 be included in the Gross Settlement Amount and shall be paid separately by Defendants.  
23 The Settlement Administrator shall handle the calculation of the taxes owed, payment of  
24 such amounts to the appropriate agencies and reporting.

25          12.    “Gross Settlement Amount” is the amount of Two Hundred and Fifty  
26 Thousand Dollars (\$250,000.00), which is the amount to be paid by Defendants pursuant  
27 to this Settlement Agreement. The Gross Settlement Amount is non-reversionary and  
28 includes: (a) all Individual Settlement Payments to Participating Class Members; (b) the

1 Class Representative Enhancement Payment to Plaintiff; (c) Attorney’s Fees and Costs to  
2 Class Counsel, and (d) Settlement Administration Costs to the Settlement Administrator.  
3 The Gross Settlement Amount does not include the Employer’s Share of Payroll Taxes.

4 13. “Individual Settlement Payment” means each Participating Class Member’s  
5 share of the Net Settlement Amount. IRS forms 1099 and W-2 will be distributed at times  
6 and in the manner required by the Internal Revenue Code of 1986, as amended (the  
7 “Code”) and consistent with this Agreement with respect to payments made to the  
8 Participating Class Members.

9 14. “Net Settlement Amount” means the Gross Settlement Amount less  
10 deductions for the Class Representative Enhancement Payment, Attorneys’ Fees and  
11 Costs, and Settlement Administration Costs. The Net Settlement Amount does not  
12 include the Employer’s Share of Payroll Taxes.

13 15. “Notice of Class Action Settlement” means the Notice of Class Action  
14 Settlement and Request for Exclusion Form, together attached as **Exhibit A** and **Exhibit**  
15 **B** respectively, to be mailed to all members of the Settlement Class upon Preliminary  
16 Approval.

17 16. “Participating Class Members” means all Class Members who do not submit  
18 valid Requests for Exclusion.

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

21 18. “Released Claims” means all claims released by Plaintiff and Class  
22 Members, as defined below.

23 19. “Released Claims Period” means the period from January 17, 2014 through  
24 the date of preliminary approval.

25 20. “Response Deadline” means the deadline by which Class Members must  
26 postmark to the Settlement Administrator Requests for Exclusion or Objections to the  
27 Settlement. The Response Deadline will be sixty (60) calendar days from the initial  
28 mailing of the Notice of Class Action Settlement by the Settlement Administrator, unless

1 the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline  
2 will be extended to the next day on which the U.S. Postal Service is open.

3 21. "Settlement Administrator" and "Administrator" mean CPT Group, Inc., or  
4 any other third-party class action settlement administrator approved by the Parties and the  
5 Court for the purposes of administering this Settlement. The Parties represent that they  
6 do not have a financial interest in the Settlement Administrator or otherwise have a  
7 relationship with the Settlement Administrator that could create a conflict of interest.

8 22. "Workweeks" means the number of calendar weeks during which the Class  
9 Members performed work for Defendants during the Released Claims Period as  
10 calculated by the Settlement Administrator based on pay records previously produced by  
11 Defendants and rounding up to the nearest whole number.

#### 12 **TERMS OF THE AGREEMENT**

13 Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as  
14 follows:

15 23. Acknowledgement that the Settlement is Fair and Reasonable. The Parties  
16 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the  
17 Action and have arrived at this Settlement after arm's-length negotiations and in the  
18 context of adversarial litigation, taking into account all relevant factors, present and  
19 potential. The Parties further acknowledge that they are each represented by competent  
20 counsel and that they have had an opportunity to consult with their counsel regarding the  
21 fairness and reasonableness of this Settlement.

22 24. Non-Admission of Liability. The Parties enter into this Settlement to resolve  
23 the dispute that has arisen between them and to avoid the burden, expense, and risk of  
24 continued litigation. In entering into this Settlement, Defendants do not admit, and  
25 specifically deny, that they violated any federal, state, or local law; violated any  
26 regulations or guidelines promulgated pursuant to any statute or any other applicable  
27 laws, regulations or legal requirements; breached any contract; violated or breached any  
28 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful



1 conduct with respect to the Class Members. Neither this Settlement, nor any of its terms  
2 or provisions, nor any of the negotiations connected with it, will be construed as an  
3 admission or concession by Defendants of any such violations or failures to comply with  
4 any applicable law. Except as necessary in a proceeding to enforce the terms of this  
5 Settlement, this Settlement and its terms and provisions will not be offered or received as  
6 evidence in any action or proceeding to establish any liability or admission on the part of  
7 Defendants or to establish the existence of any condition constituting a violation of, or a  
8 non-compliance with, federal, state, local or other applicable law. If, for any reason, the  
9 Settlement is not fully and finally approved and/or the Effective Date does not occur, the  
10 stipulation will be void *ab initio*, and Defendants will not be deemed to have waived or  
11 limited any objections or defenses to any matter.

12       25. Release by Class Members: Providing there is final approval of this  
13 Settlement, then as of the Effective Date, each Settlement Class Member, individually  
14 and on behalf of their respective successors, assigns, agents, attorneys, executors, heirs  
15 and personal representatives, shall fully and finally release and discharge, and shall be  
16 deemed to have fully and finally released and discharged, the Released Parties, and each  
17 of them from the Released Class Claims. The Released Class Claims with respect to the  
18 Settlement Class Members include all claims, rights, demands, liabilities, statutory causes  
19 of action, and theories of liability of every nature and description, whether known or  
20 unknown, that were alleged in the Action, or could have been alleged based on any facts,  
21 transactions, events, policies, occurrences, acts, disclosures, statements, omissions or  
22 failure to act pled in the Action against any of the Released Parties, including, but not  
23 limited to, failure to pay wages including, but not limited to, overtime wages and  
24 minimum wages, failure to pay wages semi-monthly at designated times, failure to pay  
25 wages upon termination and failure to provide accurate itemized wage statements,  
26 penalties, damages, interest, costs or attorneys' fees, and violations of any other state or  
27 federal law, whether for economic damages, non-economic damages, liquidated damages,  
28 restitution, tort, contract, equitable relief, injunctive or declaratory relief, to the extent

1 necessary to effect a full and complete release of the Released Class Claims, including,  
2 but not limited to, all claims under any common laws, contract, Cal. Code of Regulations,  
3 Title 8, Sections 11000, *et seq.*, Wage Order 9 or any other applicable Wage Order,  
4 California Labor Code Sections 200-204, 208, 210, 218.5, 218.6, 223, 224, 225.5, 226,  
5 510, 558, and 1194-1197.1 and any related provisions, the California Code of Civ. Proc.  
6 Section 1021.5, and/or the California Business & Professions Code Sections 17200, *et*  
7 *seq.* This release shall extend to all such claims accrued during the Class Period.

8 Notwithstanding the foregoing, Released Class Claims do not include any individual  
9 claim under Section 216(b) of the FLSA, 29 U.S.C. § 216(b), as to a Settlement Class  
10 Member who does not opt-in to the Settlement by cashing, depositing, or endorsing his or  
11 her Individual Settlement Payment check, to the extent that opting-in is required to  
12 release such FLSA claims. This waiver and release will be final and binding on the  
13 Effective Date and will have every preclusive effect permitted by law. Class Members  
14 will not file and will not request any other party or entity to file on their behalf, any  
15 claim, complaint, charge or request for damages or any other relief released above,  
16 including with any local, state, or federal governmental or quasi-governmental agency or  
17 any state, administrative, or federal court, or any licensing or accreditation organization,  
18 against the Released Parties.

19       26. Release by Plaintiff. Upon final approval of the Settlement, Plaintiff for  
20 herself, her successors, assigns, agents, executors, heirs and personal representatives, and  
21 spouses, and any and all of them, voluntarily waives and releases any and all claims,  
22 obligations, demands, actions, rights, causes of action, and liabilities against any of the  
23 Released Parties of whatever kind and nature, character, and description, whether in law  
24 or equity, whether sounding in tort, contract, federal, state and/or local law, statute,  
25 ordinance, regulation, constitution, common law, or other source of law or contract,  
26 whether known or unknown, and whether anticipated or unanticipated, including all  
27 claims arising from or relating to any and all acts, events and omissions occurring prior to  
28 the date of final approval of this Agreement including, but not limited to, all claims which

1 relate in any way to her employment with or the termination of her employment with the  
2 Released Parties and/or her provision of services to the Released Parties at any of  
3 Defendants' locations during the Class Period. Plaintiff further releases all unknown  
4 claims against any of the Released Parties, covered by California Civil Code Section  
5 1542, which states: **"A general release does not extend to claims that the creditor or  
6 releasing party does not know or suspect to exist in his or her favor at the time of  
7 executing the release and that, if known by him or her, would have materially  
8 affected his or her settlement with the debtor or released party."** Notwithstanding the  
9 provisions of section 1542, and for the purpose of implementing a full and complete  
10 release and discharge of all of his Released Claims, Plaintiff expressly acknowledges that  
11 this Settlement is intended to include in its effect, without limitation, all Released Claims  
12 which Plaintiff does not know or suspect to exist in her favor at the time of execution  
13 hereof, and that the Settlement contemplates the extinguishment of all such Released  
14 Claims.

15       27. Individual Settlement Payment Calculations. Individual Settlement  
16 Payments will be calculated and apportioned from the Net Settlement Amount based on  
17 the number of Workweeks a Participating Class Member worked for Defendants during  
18 the Released Claims Period. The Settlement Administrator will calculate the total  
19 number of Workweeks worked by each Class Member for Defendants during the  
20 Released Claims Period and the aggregate total number of Workweeks worked by all  
21 Settling Class Members for Defendants during the Released Claims Period. For purposes  
22 of making these calculations, the Settlement Administrator will use the payroll records  
23 produced by Defendants which Defendants will provide to the Settlement Administrator  
24 within twenty-one (21) days of Preliminary Approval. Using these payroll records, the  
25 Settlement Administrator will deem any week for which a Class Member received pay a  
26 Workweek. To determine each Class Member's estimated "Individual Settlement  
27 Payment," the Settlement Administrator will use the following formula: The Net  
28 Settlement Amount will be divided by the aggregate total number of Workweeks,

1 resulting in the “Workweek Value.” Each Class Member’s “Individual Settlement  
2 Payment” will be calculated by multiplying each individual Class Member’s total number  
3 of Workweeks by the Workweek Value. The Individual Settlement Payment will be  
4 reduced by any required deductions for each Participating Class Member, including  
5 appropriate tax withholdings or deductions. The Parties agree that the formula described  
6 herein is reasonable and that the payments are designed to provide a fair settlement to  
7 each Settlement Class Member in light of the uncertainties regarding the compensation  
8 alleged to be owed and the calculation of such amounts.

9       28. Tax Allocation of Individual Settlement Payments. Twenty percent (25%) of  
10 the amount of each Individual Settlement Payment to each Settlement Class Member  
11 shall be allocated to their respective alleged unpaid wage claims and shall be paid net of  
12 all applicable employment taxes, including any federal, state, and/or local in issue tax  
13 withholding requirements and the employee share of FICA taxes. Seventy- Five percent  
14 (75%) of the amount of each Individual Settlement Payment to each individual  
15 Settlement Class Member shall be allocated to alleged penalties and shall not be subject  
16 to withholding.

17       29. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’  
18 Fees of not more than twenty-five percent (25%) of the Gross Settlement Fund, or Sixty-  
19 Two Thousand Five Hundred Dollars (\$62,500.00) in attorneys’ fees, and attorneys’  
20 reasonable litigation costs of not more than Sixty Thousand Dollars (\$60,000.00), and  
21 Defendants agrees not to oppose such application. These amounts include, without  
22 limitation, all time expended by Class Counsel in litigating this action, negotiating this  
23 settlement, conducting investigations and discovery, filing and opposing motions,  
24 including the Motion for Class Certification, preparing the Settlement Agreement and  
25 securing Preliminary and Final Approval (including any appeals therein), and there will  
26 be no additional charge of any kind to either the Settlement Class Members or  
27 Defendants for such work. All Attorneys’ Fees and Costs will be paid from the Gross  
28 Settlement Amount. If the Court reduces the requested attorneys’ fees, costs and

1 expenses, any such reduction will be added to the Net Settlement Amount available to  
2 Participating Class Members.

3 30. Class Representative Enhancement Payment. Plaintiff will apply to the  
4 Court for a Class Representative Enhancement Payment of not more than Five Thousand  
5 Dollars (\$5,000.00), without deductions, for her effort and work in prosecuting the Action  
6 on behalf of Class Members, and Defendants agrees not to oppose such application. The  
7 Class Representative Enhancement Payment, which will be paid from the Gross  
8 Settlement Amount, will be in addition to Plaintiff's right to an Individual Settlement  
9 Payment. Plaintiff will be solely and legally responsible to pay any and all applicable  
10 taxes on the payment made pursuant to this paragraph and will hold Defendants harmless  
11 from any claim or liability for taxes, penalties, or interest arising as a result of the  
12 payments. Plaintiff will not have the right to revoke this Settlement in the event that the  
13 Court does not approve the requested Class Representative Enhancement Payment. If the  
14 Court reduces the requested Class Representative Enhancement Payment, any such  
15 reduction will be added to the Net Settlement Amount.

16 31. Settlement Administration Costs. The Settlement Administrator will be paid  
17 for the reasonable costs of administration of the Settlement, and the calculation,  
18 distribution, and reporting of payments, up to a maximum of \$21,000. These costs,  
19 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the  
20 required tax reporting on the Individual Settlement Payments, the issuing of IRS Forms,  
21 preparing, distributing, and tracking Notices of Class Action Settlement, searching and  
22 skip tracing addresses, confirming/auditing claims for payments for compliance with the  
23 Settlement, calculating and distributing all payments to be made pursuant to the  
24 Settlement, and providing reports and declarations.

25 32. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the  
26 Court to request the Preliminary Approval of the Settlement Agreement, and the entry of  
27 a Preliminary Approval Order for: (i) preliminary approval of the proposed Settlement  
28 Agreement, and (ii) setting a date for a Final Approval/Settlement Fairness Hearing. In

1 conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement  
2 Agreement, which sets forth the terms of this Settlement, and will include the proposed  
3 Notice of Class Action Settlement and Request for Exclusion.

4 33. Delivery of the Class List. "Class List" means a complete list of all Class  
5 Members that Defendants will diligently and in good faith compile from Defendants'  
6 records. The Class List will include the following information from Defendants' records:  
7 each Class Member's full name and most recent mailing address and telephone number.  
8 Within twenty-one (21) days of Preliminary Approval, Defendants will provide the Class  
9 List to the Settlement Administrator. Class Counsel will not receive a copy of the list.  
10 Along with the Class List, Defendants will also deliver payroll data to the Settlement  
11 Administrator to allow the Administrator to calculate Individual Settlement Payments.

12 34. Notices of Class Action Settlement. Within fourteen (14) days of receipt of  
13 the Class List, the Settlement Administrator will mail a Notice of Class Action Settlement  
14 to all Class Members via regular First-Class U.S. Mail, using the most current, known  
15 mailing addresses identified in the Class List. The Notice of Class Action Settlement will  
16 be in the form attached as Exhibit A, or as modified and approved by the Court, and will  
17 include, but not be limited to, information regarding the nature of the Action; a summary  
18 of the substance of the Settlement, including Defendants' denial of liability; the definition  
19 of the Settlement Class; the procedure and time period for objecting to the Settlement and  
20 participating in the Final Approval hearing; how settlement payments will be calculated;  
21 a statement that the Court has preliminarily approved the Settlement; a statement that  
22 Class Members will release the settled claims unless they opt out, using the Request for  
23 Exclusion Form as approved by the Court; information regarding the opt-out procedures;  
24 and the estimated payment based on Workweeks as contained in the Notice of Class  
25 Action Settlement and procedures and information for objecting to the Workweeks.

26 35. Adjustment of Gross Settlement Amount. If the total number of Class  
27 Members increases by more than fifteen percent (15%) from the Parties' estimate of  
28 2,268 total Class Members, as determined before the notice of class settlement is

1 distributed to the Class Members, the Gross Settlement Amount shall increase by the  
2 same percentage. For example, if the total number of Class Members increases by  
3 sixteen percent (16%), the Gross Settlement Amount shall automatically increase by  
4 sixteen percent (16%).

5 36. Confirmation of Contact Information. Prior to mailing, the Settlement  
6 Administrator will perform a search based on the National Change of Address Database  
7 for information to update and correct for any known or identifiable address changes. Any  
8 Notices of Class Action Settlement returned to the Settlement Administrator as non-  
9 deliverable on or before the Response Deadline will be sent promptly via regular First-  
10 Class U.S. Mail to the forwarding address affixed thereto, and the Settlement  
11 Administrator will indicate the date of such re-mailing on the Notice of Class Action  
12 Settlement. If no forwarding address is provided, the Settlement Administrator will  
13 promptly attempt to determine the correct address using a skip tracing search or any other  
14 commercial locate-and-search tool and will then perform a single re-mailing. With  
15 regard to any Class Member whose Notice of Class Action Settlement is returned as non-  
16 deliverable, and for whom the Settlement Administrator is unable to determine a reliable  
17 address using reasonable and customary methods, their Individual Settlement Payment  
18 will be provided by the Settlement Administrator as part of the funds that will be sent to  
19 the Controller of the State of California pursuant to the Unclaimed Property Law,  
20 California Civil Code § 1500 et seq. as described in Paragraph 50 below.

21 37. Disputed Information on Notices of Class Action Settlement. Class  
22 Members will have an opportunity to dispute their number of Workweeks as stated in the  
23 Notice of Class Action Settlement, provided they file a dispute with the Settlement  
24 Administrator in writing postmarked, faxed, or emailed no later than 30 days after the  
25 mailing of the Notices of Class Action Settlement. To the extent that Class Members  
26 dispute the number of Workweeks, Class Members may produce evidence to the  
27 Settlement Administrator showing that such information is inaccurate. The Settlement  
28 Administrator will advise the Parties of such dispute. Defendants' records will be

1 presumed correct, but the Settlement Administrator will evaluate the evidence submitted  
2 by the Class Member and will make the preliminary decision as to the merits of the  
3 dispute and will provide a written decision to the Parties within seven (7) days of receipt  
4 of the dispute. The Court shall have final decision-making authority as to the result of  
5 each objection.

6 38. Requests for Exclusion. Any Class Member who does not affirmatively opt  
7 out of the Settlement Agreement by submitting a timely and valid Request for Exclusion  
8 will be bound by the Settlement Agreement's terms, including those pertaining to the  
9 Released Claims, as well as any Judgment that may be entered by the Court if it grants  
10 final approval of the Settlement. Any Class Member wishing to opt-out from the  
11 Settlement Agreement must sign and postmark a written "Request for Exclusion" to the  
12 Settlement Administrator within the Response Deadline. The Request for Exclusion  
13 must: (i) set forth the name, address, and the last four digits of the Social Security  
14 Number of the Class Member requesting exclusion; (ii) be signed by the Class Member;  
15 (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member  
16 does not wish to be included in the Settlement; and (v) be postmarked, faxed, or emailed  
17 on or before the Response Deadline. The postmark, fax, or email date will be the  
18 exclusive means to determine whether a Request for Exclusion has been timely  
19 submitted. The Parties and their attorneys and the Plaintiffs will not solicit or encourage  
20 any Class Member, directly or indirectly, to opt out of the Settlement Agreement.

21 39. Defective Submissions. If a Class Member's Request for Exclusion is  
22 defective as to the requirements listed herein, that Class Member will be given an  
23 opportunity to cure the defect(s). The Settlement Administrator will attempt to contact  
24 the Class Member by telephone and mail the Class Member a cure letter within  
25 three (3) business days of receiving the defective submission to advise the Class Member  
26 that his or her submission is defective and that the defect must be cured to render the  
27 Request for Exclusion valid. The Class Member will have until (i) the Response  
28 Deadline or (ii) fifteen (15) calendar days from the date of the cure notice, whichever



1 date is later, to postmark, fax, or email a revised Request for Exclusion. If the revised  
2 Request for Exclusion is not postmarked, faxed, or emailed within that period, it will be  
3 deemed untimely.

4 40. Objection Procedures. To object to the Settlement Agreement (“Objection”),  
5 a Class Member can either submit a written Objection to the Settlement Agreement or  
6 appear at the Final Approval hearing in person or by and through counsel, to state and  
7 argue his/her objection to the Settlement. If a written Objection is submitted, the  
8 Objection must be mailed, faxed, or emailed to the Settlement Administrator on or before  
9 the Response Deadline. The Objection must include: (a) the objector’s full name,  
10 signature, address, and telephone number, and (b) a written statement of all grounds for  
11 the Objection. Alternatively, Class Members may appear, in person or through counsel of  
12 their choice, at the Final Approval Hearing to argue and present their Objections to the  
13 Settlement Agreement. The Parties or their counsel shall not solicit or otherwise  
14 encourage Class Members to submit Objections to the Settlement Agreement or appeal  
15 from the Order and Judgment.

16 41. Reports Regarding Settlement Administration. The Settlement  
17 Administrator will provide Defendants’ counsel and Class Counsel a weekly report that  
18 certifies the number of Class Members who have submitted valid Requests for Exclusion,  
19 Objections, and disputes regarding dates they performed work and/or Workweek  
20 calculations. Additionally, the Settlement Administrator will provide to counsel for both  
21 Parties any updated reports regarding the administration of the Settlement Agreement as  
22 needed or requested and will immediately forward to the Parties any objections mailed to  
23 the Settlement Administrator.

24 42. Rights of Termination. Except as set forth above, if the Court or, in the event  
25 of an appeal, any appellate court refuses to approve, or modifies, any material aspect of  
26 this Agreement or the proposed Preliminary Approval Order or Final Approval Order and  
27 Judgment, including but not limited to any judicial findings included therein, Plaintiff or  
28 Defendants may terminate this Agreement and the Settlement as set forth below. The

1 Parties acknowledge and agree that any modification to the terms of this Agreement  
2 relating to the scope of the release, or to Defendants' financial obligations, shall be  
3 deemed a material modification constituting grounds for cancellation or termination of  
4 the Agreement and the Settlement.

5 Within fifteen (15) days of the Settlement Administrator receiving notice from any  
6 Party of such termination or failure, (i) the Settlement Administrator shall return the  
7 balance of the settlement fund, including any interest, to Defendants, and (ii) the  
8 Settlement Administrator shall provide the Parties with a report of all Administration  
9 Costs incurred. The Party terminating the Agreement will be responsible for paying any  
10 Administration Costs. If the Parties mutually terminate the Agreement, Plaintiffs and  
11 Defendants each will be responsible for paying fifty percent (50%) of any Administration  
12 Costs.

13 43. Limited Right to Cancel. If ten percent (10%) or more of the Class  
14 Members submit valid and timely Requests for Exclusion, Defendants shall have the  
15 absolute right, in its sole discretion, and notwithstanding any other provisions of the  
16 Settlement Agreement, to withdraw from, and cancel, without penalty whatsoever, the  
17 Settlement Agreement in its entirety. If Defendants exercise the right to cancel, they shall  
18 pay the costs incurred by the Settlement Administrator up to that date. If this right is  
19 exercised by Defendants, the Settlement Agreement will be null and void for all purposes  
20 and may not be used or introduced in further litigation. The right can be exercised only  
21 by a writing stating clearly that Defendants are canceling, and withdrawing from, the  
22 Settlement Agreement, which must be sent by Defendants' counsel to Class Counsel by  
23 mail or email no later than five (5) business days after the Response Deadline. If the  
24 right provided in this paragraph is not so exercised, it shall be waived and cannot later be  
25 exercised.

26 44. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration  
27 of the Response Deadline, and with the Court's permission, a Final Approval/Settlement  
28 Fairness Hearing will be conducted to determine the Final Approval of the Settlement

1 Agreement along with the amounts properly payable for: (i) Individual Settlement  
2 Payments; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees and  
3 Costs; and (iv) the Settlement Administrator's Costs. Class Counsel will be responsible  
4 for drafting all documents necessary to obtain final approval and will also be responsible  
5 for drafting the request for attorneys' fees and costs and the Class Representative  
6 Enhancement Payment.

7 45. All Terms Subject to Final Court Approval. All amounts and procedures  
8 described in this Settlement Agreement herein will be subject to final Court approval.

9 46. Invalidity of Any Provision. Before declaring any provision of this  
10 Settlement Agreement invalid, the Court will first attempt to construe the provision as  
11 valid to the fullest extent possible consistent with applicable precedents so as to define all  
12 provisions of this Settlement Agreement as valid and enforceable.

13 47. Judgment and Continued Jurisdiction. Contemporaneous with the filing of a  
14 motion for final approval of the settlement, the Parties will present an agreed form of the  
15 Proposed Judgment to the Court for its approval and entry. The Court, in its discretion,  
16 may enter a final judgment in form modified and approved by it. After entry of the  
17 Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:  
18 (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
19 administration matters, and (iii) such post-Judgment matters as may be appropriate under  
20 court rules or as set forth in this Settlement Agreement pursuant to California Code of  
21 Civil Procedure section 664.6. In the event that a motion to enforce this Agreement is  
22 required to be filed due to a party's failure to comply with the terms herein, the prevailing  
23 party shall be awarded reasonable attorneys' fees and costs, which shall be in addition to  
24 any amounts to be paid under this settlement.

25 48. Funding of the Gross Settlement Amount. Within ten (10) days after the  
26 Effective Date, Defendants will deposit the Gross Settlement Amount into a settlement  
27 fund to be established by the Settlement Administrator by check, Automated Clearing  
28 House (ACH) transfer, or wire transfer.

1           **49. Distribution and Timing of Individual Settlement Payments.** Within seven  
2 (7) days of funding of the Gross Settlement Amount by Defendants, the Settlement  
3 Administrator shall provide Class Counsel and Defendants' counsel the administration  
4 spreadsheet regarding the final calculations for purposes of distributing the Gross  
5 Settlement Amount. The Parties must submit any requested changes to the spreadsheet or  
6 confirm that they do not have any requested changes. Within fourteen (14) days of  
7 funding of the Gross Settlement Amount, the Settlement Administrator will issue  
8 payments to: (i) Participating Class Members; (ii) Plaintiff for the Class Representative  
9 Enhancement payment; (iii) Class Counsel for attorneys' fees and costs; and (iv) the  
10 Settlement Administrator for its costs. The Parties and the Settlement Administrator shall  
11 cooperate in finalizing the final calculations as contained in the spreadsheet prior to the  
12 distribution of funds from the Gross Settlement Amount to comply with the time  
13 specifications alleged herein.

14           **50. Unclaimed Funds.** All checks for their Individual Settlement Payments will  
15 be mailed within fourteen (14) days of funding or deposit of the Gross Settlement  
16 Amount, except that checks will not be sent to Class Members whose Notice of Class  
17 Action Settlement and Estimated Distribution Form are returned as non-deliverable and  
18 for whom the Settlement Administrator is unable to determine a reliable address using  
19 reasonable and customary methods. Rather, the Individual Settlement Payments  
20 corresponding to Class Members who cannot be located, if any, will be held by the  
21 administrator to be submitted to the Controller of the State of California to be held  
22 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq. at the end  
23 of the check cashing deadline of 180 days. Checks will remain negotiable for 180 days.  
24 If any Class Member does not cash his or her check within 180 days, the check will be  
25 void. This limitation shall be printed on the face of each check. The voidance of checks  
26 shall have no effect on the Class Members' release of claims, obligations, representations,  
27 or warranties as provided herein, which shall remain in full effect.

28

1           The value of any uncashed checks by the 180-day deadline will be tendered by the  
2 Settlement Administrator via proper escheatment procedures to the Controller of the State  
3 of California to be held pursuant to the Unclaimed Property Law, California Civil Code §  
4 1500 et seq. in the name of and for the benefit of such Participating Class Members.  
5 Settlement Class Members who may be entitled to an Individual Settlement Payment but  
6 who were not located before the Notice of Class Action Settlement and/or the  
7 Distribution of Individual Settlement Payments, may request their payment from the  
8 Controller of the State of California pursuant to the Unclaimed Property Law, California  
9 Civil Code § 1500 et seq.

10           51. Certification of Completion. Upon completion of administration of the  
11 Settlement, after the 180-day period to negotiate Individual Settlement Payment checks,  
12 the Settlement Administrator will promptly provide a written declaration under oath to  
13 certify such completion to the Court and counsel for all Parties and to specify that any  
14 uncashed/ unclaimed funds, if any, have been provided via proper escheatment  
15 procedures to the Controller of the State of California pursuant to the Unclaimed Property  
16 Law, California Civil Code § 1500 et seq., in the name of and for the benefit of such  
17 Participating Class Members.

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

27           53. Tax Treatment of Individual Settlement Payments. Individual Settlement  
28 Payments will be allocated as follows: 75% as penalties for which IRS Forms 1099-

1 MISC will be issued and 25% as wages for which IRS Forms W-2 will be issued. The  
2 Settlement Administrator will issue IRS 1099 and W-2 forms. In the event the Court is  
3 not willing to approve the Settlement with the tax allocation proposed by the Parties, this  
4 shall not be a basis for any Party to cancel or withdraw from the Settlement. Rather, the  
5 parties will work in good faith to propose another tax allocation that might be acceptable  
6 to the Court.

7 54. Administration of Taxes by the Settlement Administrator. The Settlement  
8 Administrator will be responsible for issuing to Plaintiff, Participating Class Members,  
9 and Class Counsel any IRS Forms 1099 and W-2 and other tax forms as may be required  
10 by law for all amounts paid pursuant to this Settlement. The Settlement Administrator  
11 will also be responsible for forwarding the Class Members' shares of payroll taxes and  
12 penalties to the appropriate government authorities.

13 55. Tax Liability. Plaintiff understands and agrees that Plaintiff and  
14 Participating Class Members will be solely responsible for the payment of any and all  
15 taxes and penalties assessed on the payments as described herein. Parties and their  
16 counsel make no representation as to the tax treatment or legal effect of the payments  
17 called for hereunder, and Plaintiff and Participating Class Members are not relying on any  
18 statement, representation, or calculation by Parties, their counsel, or by the Settlement  
19 Administrator in this regard.

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

24 57. Nullification of Settlement Agreement. In the event that: (i) the Court does  
25 not finally approve the Settlement as provided herein; or (ii) the Settlement does not  
26 become final for any other reason, then this Settlement Agreement, and any documents  
27 generated to bring it into effect, will be null and void. Any order or judgment entered by  
28 the Court in furtherance of this Settlement Agreement will likewise be treated as void

1 from the beginning. In the event that the Settlement is terminated or cancelled or fails to  
2 become effective, the Parties shall be deemed to have reverted *nunc pro tunc* to their  
3 respective status as of the date and time immediately before the execution of this  
4 Agreement and they shall proceed in all respects as if this Agreement had not been  
5 executed, and without prejudice in any way from the negotiation, fact, or terms of this  
6 Settlement.

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

11 59. Entire Agreement. This Settlement Agreement, the Conditional Stipulation  
12 for Settlement, which is attached hereto as Exhibit C, and any other attached Exhibits  
13 constitute the entirety of the Parties' settlement terms. No other prior or  
14 contemporaneous written or oral agreements may be deemed binding on the Parties.

15 60. Amendment or Modification. This Settlement Agreement may be amended  
16 or modified only by a written instrument signed by all Parties or their successors-in-  
17 interest.

18 61. Binding on Successors and Assigns. This Settlement Agreement will be  
19 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,  
20 as previously defined.

21 62. California Law Governs. All terms of this Settlement Agreement and  
22 Exhibits hereto will be governed by and interpreted according to the laws of the State of  
23 California.

24 63. Execution and Counterparts. This Settlement Agreement is subject only to  
25 the execution of all Parties. However, the Settlement may be executed in one or more  
26 counterparts. All executed counterparts and each of them, including facsimile and PDF  
27 or other scanned copies of the signature page, will be deemed to be one and the same  
28 instrument for all purposes in effecting and enforcing this Settlement Agreement.

1 Electronic signatures via DocuSign shall be deemed effective as if they were signed in  
2 person.

3 64. Waiver of Certain Appeals. The Parties agree to waive appeals; except,  
4 however, that either party may appeal any court order that materially alters the Settlement  
5 Agreement's terms.

6 65. Waiver. No waiver of any condition or covenant contained in this  
7 Settlement or failure to exercise a right or remedy by any of the Parties hereto will be  
8 considered to imply or constitute a further waiver by such party of the same or any other  
9 condition, covenant, right or remedy.

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

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

21 68. Cooperation and Execution of Necessary Documents. All Parties agree to  
22 cooperate in the administration of the settlement and to make all reasonable efforts to  
23 control and minimize the costs and expenses incurred in administration of the Settlement,  
24 and will cooperate in good faith and execute all documents to the extent reasonably  
25 necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable  
26 to reach agreement on the form or content of any document needed to implement the  
27 Settlement, or on any supplemental provisions that may become necessary to effectuate  
28



1 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
2 such disagreement.

3 69. Authorization to Enter into Settlement Agreement. Counsel for all Parties  
4 warrant and represent they are expressly authorized by the Parties whom they represent to  
5 negotiate this Settlement Agreement and to take all appropriate action required or  
6 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate  
7 its terms and to execute any other documents required to effectuate the terms of this  
8 Settlement Agreement.

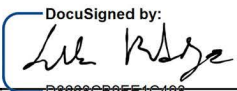
9 70. Binding Agreement. The Parties warrant that they understand and have full  
10 authority to enter into this Settlement, and further intend that this Settlement will be fully  
11 enforceable and binding on all parties, and agree that it will be admissible and subject to  
12 disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
13 confidentiality provisions that otherwise might apply under federal or state law.

14 71. Waiver of Appeal. Any Participating Class Member who does not submit a  
15 valid objection to the Settlement waive any and all rights to appeal from the Final  
16 Approval Order and Judgment. This waiver does not include a waiver of the right to  
17 oppose any appeals, appellate proceedings or post-judgment proceedings, if any.

18 **SIGNATURES**  
19 **READ CAREFULLY BEFORE SIGNING**

20 **PLAINTIFF**

21  
22 Dated: 3/16/2023

23 By  \_\_\_\_\_  
24 DocuSigned by:  
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25 **LILIA RODRIGUEZ**

26 **PERSONNEL STAFFING GROUP,**  
27 **LLC**

28 Dated: \_\_\_\_\_

By \_\_\_\_\_  
Name:  
Its:

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19 **READ CAREFULLY BEFORE SIGNING**

20 **PLAINTIFF**

21  
22 Dated: \_\_\_\_\_

By \_\_\_\_\_

LILIA RODRIGUEZ

24 **PERSONNEL STAFFING GROUP,**  
25 **LLC**

26 Dated: March 15, 2023

27 By Corey A. Witzel  
Name: Corey Witzel

28 Its: General Counsel

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**STAFFING SOLUTIONS, INC. d/b/a  
BALANCE STAFFING**

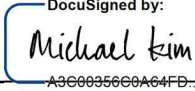
Dated: \_\_\_\_\_

By \_\_\_\_\_  
Name:  
Its:

**APPROVED AS TO FORM**

**MICHAEL H. KIM, P.C.**

Dated: 3/15/2023

By  \_\_\_\_\_  
Michael H. Kim  
Attorneys for Plaintiff

**KOREY RICHARDSON LLP**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Ronald Z. Gomez  
Attorneys for Defendants

**STAFFING SOLUTIONS, INC. d/b/a  
BALANCE STAFFING**

Dated: 03/15/2023

By *Sophia A. Allard*  
Name: Sophia Allard, Esq.  
Its: General Counsel

**APPROVED AS TO FORM**

**MICHAEL H. KIM, P.C.**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Michael H. Kim  
Attorneys for Plaintiff

**KOREY RICHARDSON LLP**

Dated: March 17, 2023

By *Ronald Z. Gomez*  
Ronald Z. Gomez  
Attorneys for Defendants