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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

BRIAN ACIO, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

SAN GABRIEL TEMPORARY STAFFING
SERVICES LLC dba LABORMAX
STAFFING, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No: STK-CV-UOE-2024-0001294

**[PROPOSED] ORDER GRANTING
PLAINTFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date:

Time:

Judge: Hon. Esmerelda Zendejas
Dept: 11a

1 Plaintiff Brian Acio (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699(s), against defendant San Gabriel Temporary Staffing Services LLC dba
4 LaborMax Staffing (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
7 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
8 California Labor Workforce Development Agency (“LWDA”) was provided with notice of the
9 settlement and the motion for approval of the settlement via its online process and no objection has
10 been received to the settlement or the motion from the LWDA. The Parties seek approval of the
11 settlement of Plaintiff’s PAGA claims and the Gross Settlement Amount to be paid as part of the
12 settlement as set forth in the Settlement Agreement, which was filed with the Court (“PAGA
13 Settlement”). The PAGA Settlement provides for a Gross Settlement Amount in the total sum of
14 \$590,000, which includes the Net Settlement Amount, PAGA Counsel Award in the amount of
15 \$209,726.01, comprised of attorneys’ fees in the amount of \$196,667.00, reimbursed litigation
16 expenses in the amount of \$13,039.01, and Settlement Administrator Costs estimated in the amount
17 of \$14,250.00. The Net Settlement Amount is the amount remaining from the Gross Settlement
18 Amount after the deduction of the Settlement Administrator Costs and PAGA Counsel. The
19 Administrator will be Apex Class Action LLC. The sum of any settlement checks not cashed within
20 180 days, or the extended deadline as provided in the Settlement Agreement, will be transmitted to
21 the State Controller’s Unclaimed Property Fund in the name of the Aggrieved Employees who did
22 not cash their checks. The Court approved the Gross Settlement Amount and the distributions of
23 the Gross Settlement Amount as set forth above.

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties’ motion and approves the
26 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
27 which shall be allocated and paid out as set forth in the Settlement Agreement.

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1 The “Aggrieved Employees”, labeled as “PAGA Member’s” in the Settlement Agreement,
2 are defined as all current and former non-exempt employees who worked at least one pay period
3 for Defendant in California at any time during the period from November 27, 2022, through April
4 16, 2025 (“PAGA Period”). Upon entry of Judgment and funding in full of the PAGA Settlement
5 by Defendant, Defendant and its former, current, and future owners, agents (including, without
6 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
7 present, or future officers, directors and employees), any alleged employers or joint employers of
8 Plaintiff or the PAGA Members, parent companies, subsidiaries, affiliates, shareholders, members,
9 predecessors, successors, and assigns (“Released Parties”) shall be entitled to a release from the
10 State of California, the LWDA, and Plaintiff as to the following claims: all claims, rights, demands,
11 damages, or liabilities, whether known or unknown, contingent or vested, in law or in equity, under
12 PAGA that were alleged or which could have been alleged based on the facts asserted in the PAGA
13 Notice and/or the Complaint that occurred during PAGA Period, and expressly excluding all other
14 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
15 disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
16 (“Released Claims”).

17 Neither the Settlement Agreement nor the settlement contained therein, nor any act
18 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
19 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
20 Released Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or evidence
21 of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or
22 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any
23 of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this
24 action in any other action that may be brought against it or them in order to support a defense or
25 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
26 judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense
27 or counterclaim.
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1 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
2 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
4 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
5 the distribution of settlement benefits.

6 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
7 **ENTERED ACCORDINGLY.**

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9 DATED: _____, 2025
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12 _____
13 THE HONORABLE ESMERELDA ZENDEJAS
14 JUDGE OF THE SUPERIOR COURT
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