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Attorneys for Plaintiff BRIDGETT WATSON,  
 on behalf of herself and others similarly situated

**FILED**  
 Superior Court of California  
 County of Los Angeles

07/07/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

BRIDGETT WATSON, on behalf of herself  
 and others similarly situated,

PLAINTIFF,

vs.

TOLL GLOBAL FORWARDING (USA) INC.;  
 TOLL GLOBAL FORWARDING SCS (USA)  
 INC.; TGF MANAGEMENT GROUP  
 HOLDCO INC.; SIMPLIFIED LABOR  
 STAFFING SOLUTIONS, INC.;  
 CHARTWELL STAFFING SERVICES, INC.;  
 INSPIRITY EXPENSE MANAGEMENT,  
 INC.; and DOES 1 to 100, Inclusive,

DEFENDANTS.

Case No.: 20STCV12986

*[Assigned for all purposes to the Hon. David S.  
 Cunningham, SSC Dept. 11]*

**~~[PROPOSED]~~ ORDER GRANTING  
 PLAINTIFF'S MOTION FOR APPROVAL  
 OF PRIVATE ATTORNEYS GENERAL  
 ACT SETTLEMENT AND JUDGMENT  
 THEREON**

*[Filed concurrently with the Notice of Motion  
 and Motion for Approval of Private Attorneys  
 General Act Settlement; Declaration of Melissa  
 A. Huether in Support Thereof]*

Hearing Information:

Date: July 3, 2023

Time: 10:00 a.m.

Dept.: SSC11

The Court, having reviewed and considered Plaintiff Bridgett Watson ("Plaintiff") Motion for Approval of the Private Attorneys General Act ("PAGA") Settlement, the Settlement and Release entered into by and between Plaintiff and Defendants Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. (collectively, "Toll"), Simplified Labor Staffing Solutions, Inc. ("Simplified"), Chartwell Staffing Services, Inc. ("Chartwell"),

1 Insperity PEO Services, L.P. erroneously sued as Insperity Expense Management, Inc. (“Insperity”)  
2 (collectively, “Defendants”) and all documents submitted in support of the motion, HEREBY  
3 ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

4 1. All terms used herein shall have the same meaning as defined in the PAGA Settlement  
5 Agreement (hereinafter “Settlement Agreement” or “Settlement”) attached to the Declaration of  
6 Melissa A. Huether as **Exhibit 1**.

7 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds  
8 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties  
9 to effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement  
10 Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations.  
11 The Court further finds that the Parties were able to reasonably evaluate their respective positions.  
12 The Court also finds that settlement now will avoid additional and potentially substantial litigation  
13 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has  
14 reviewed the monetary recovery being provided as part of the settlement and recognizes the  
15 significant value accorded to the State of California and the Aggrieved Employees. The Court finds  
16 that the Settlement Agreement meets all of the requirements for approval of a settlement under PAGA,  
17 including the notice of the Settlement Agreement having been properly provided to the California  
18 Labor and Workforce Development Agency (“LWDA”). The Court finds the LWDA has not objected  
19 to, and is therefore deemed to have approved, the terms of the Settlement Agreement.

20 3. The Settlement Agreement is not an admission by Defendants or by any other of the  
21 Releasees in any respect, nor is this Order a finding of the validity of any allegations or of any  
22 wrongdoing by any Defendants or any of the other Released Parties. Neither this Order, the  
23 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the  
24 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,  
25 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the  
26 other Released Parties.

27 4. The entire Net Settlement Amount (the remainder of the Gross Settlement Amount  
28 after deducting PAGA Counsel Fees Payment [\$150,000] and PAGA Counsel Litigation Expenses

1 Payment [\$12,940.75] and the Administration Expenses Payment [approximately \$17,000] from the  
2 \$450,000 Gross Settlement Amount) shall be allocated for payment of civil penalties. From the Net  
3 Settlement Amount, \$40,000 will be distributed pro rata between the Simplified Aggrieved  
4 Employees after 75% is distributed to the LWDA and the remainder of the Net Settlement Amount  
5 will be distributed pro rata among between Chartwell Aggrieved Employees and the Toll/Insperity  
6 Aggrieved Employees after 75% is distributed to the LWDA.

7 5. The Settlement resolves the claims of the Simplified Aggrieved Employees, the  
8 Insperity/Toll Aggrieved Employees, and the Chartwell Aggrieved Employees (collectively, the  
9 “Aggrieved Employees”). The “Simplified Aggrieved Employees” shall include all non-exempt  
10 temporary workers who were, or were alleged to be, employed by Defendant Simplified and who  
11 worked in a Toll facility in California during the PAGA Period, except for union employees that  
12 worked solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union  
13 agreement. The “Insperity/Toll Aggrieved Employees” shall include all non-exempt temporary  
14 workers who were, or were alleged to be, employed by Defendants Insperity and/or Toll who worked  
15 in a Toll facility in California during the PAGA Period, except for union employees that worked  
16 solely at Toll’s Port of Los Angeles warehouse which is governed by a separate, union agreement.  
17 The “Chartwell Aggrieved Employees” shall include all non-exempt temporary workers who were,  
18 or were alleged to be, employed by Defendant Chartwell and who worked in a Toll facility in  
19 California during the PAGA Period, except for union employees that worked solely at Toll’s Port of  
20 Los Angeles warehouse which is governed by a separate, union agreement. The “PAGA Period”  
21 refers to the period from April 1, 2019 to December 18, 2020. Simplified Aggrieved Employees will  
22 receive their share of the 25% of the \$40,000 allocated to the resolution according to the number of  
23 Pay Periods the employee worked during the PAGA Period. The Chartwell Aggrieved Employees  
24 and Insperity/Toll Aggrieved Employees shall receive a pro rata share of the 25% of the Net  
25 Settlement Amount after deduction of the \$40,000 allocated to the resolution of the Simplified  
26 Aggrieved Employees claims.

27 6. The PAGA claim in the Operative Complaint asserted on behalf of the Aggrieved  
28 Employees alleges that Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 510,

512, 1194, 1197, 2802, and the IWC Wage Order 9, codified at California Code of Regulations title 8, section 11090 (the “Wage Orders”). Specifically, the PAGA claim alleges that Defendants (1) failed to pay wages for all time worked at minimum wage in violation of labor code sections 1194, 1197 and the Wage Orders; (2) failed to pay proper overtime wages for all overtime hours worked in violation of labor code section 510, 11941, 1198 and the Wage Orders; (3) failed to authorize or permit meal periods in violations of labor code sections 512, 226.7 and the Wage Orders; (4) failed to authorize or permit rest periods in violation of labor code section 226.7 and the Wage Orders; (5) failed to reimburse employees for required expenses in violation of labor section 2802; (6) failed to provide complete and accurate wage statements in violation of labor code section 226; (7) failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of labor sections 201, 202, and 203; (8) failed to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and (9) failed to provide suitable seats in violation of labor code section 1198 and the Wage Orders.

7. Defendants shall pay the Aggrieved Employees pursuant to the procedure described in the Settlement Agreement. Defendants shall have no further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability except as provided for in the Settlement Agreement.

8. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

9. The Court hereby confirms Phoenix Class Action Administration Solutions as the Settlement Administrator and confirms that costs in the amount of approximately \$17,000 for administration of the settlement are reasonable.

10. The Court hereby awards attorneys’ fees in the amount of 33 1/3% of the Settlement Amount, which is \$150,000.00 in attorneys’ fees and \$12,940.75 in attorneys’ costs. The payment of fees to Plaintiffs’ Counsel shall be made in accordance with the terms of the Settlement.

11. The Court approves the Notice of Settlement attached hereto as **Exhibit A**.

12. Within 30 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. The Aggrieved Employee Data includes: the Aggrieved Employee’s name, last-known mailing address,

1 Social Security number, and number of PAGA Pay Periods. The number of PAGA Pay Periods  
2 reflects the number of pay periods worked during the PAGA Period, it does not represent a concession  
3 on behalf of Defendants that a PAGA violation occurred during that pay period.

4 13. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to  
5 the Administrator no later than 30 days after the Effective Date. Within 14 days after Defendants  
6 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA  
7 Payments, the Simplified Aggrieved Employees Individual PAGA Payment, the LWDA PAGA  
8 Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment.  
9 Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of  
10 Individual PAGA Payments

11 14. All Individual PAGA Payment settlement checks and the Simplified Aggrieved  
12 Employees Individual PAGA Payment settlement checks will remain valid and negotiable for 180  
13 days from the date of their issuance. If there are uncashed checks following this period, the uncashed  
14 funds shall escheat to the California Controller's Unclaimed Property Fund in the name of the  
15 Aggrieved Employee.

16 15. All Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees are  
17 deemed to release, on behalf of themselves and their respective former and present representatives,  
18 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims  
19 for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been  
20 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

21 16. All Simplified Aggrieved Employees are deemed to release, on behalf of themselves  
22 and their respective former and present representatives, agents, attorneys, heirs, administrators,  
23 successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the  
24 PAGA Period that were alleged for (1) failure to maintain temperature providing reasonable comfort  
25 in violation of labor code sections 1198, 6720, and the Wage Orders; and (2) failure to provide suitable  
26 seats in violation of labor code section 1198 and the Wage Orders, or reasonably could have been  
27 alleged based on these claims, based on the facts stated in the Operative Complaint and the PAGA  
28 Notice.

1           17. This Court shall retain jurisdiction with respect to all matters related to the  
2 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
3 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
4 settlement and the determination of all controversies relating thereto.

5           18. The settlement administrator shall file a final report by April 3, 2024  
6 indicating the disbursements were made pursuant to the settlement.

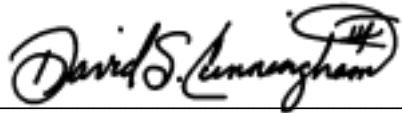
7           19. A Non-Appearence Case Review regarding distribution of the settlement funds is set  
8 for April 3, 2024 at 8:30 a.m./~~p.m.~~ in Department SSC11 of the  
9 above-captioned Court.

10           IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

11           1. Final judgment is hereby entered in this case in accordance with the terms of the  
12 Settlement Agreement and this Order. This Judgment is intended to be a final disposition of this  
13 action in its entirety and is immediately appealable.

14           2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided  
15 by the Settlement Agreement and this Order.

16  
17           Dated: 07/07/2023

  
\_\_\_\_\_  
Hon. David Cunningham  
Los Angeles County Superior Court Judge

# **Exhibit A**

## **NOTICE OF PAGA SETTLEMENT**

*Bridgett Watson v. Toll Global Forwarding (USA) Inc., et al.*  
Superior Court of the State of California for the County of Los Angeles  
Case No. 20STCV12986

<<Name>>  
<<Address>>  
<<City>>, <<State>> <<Zip Code>>  
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### **I. NOTICE OF PAGA SETTLEMENT**

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Bridgett Watson (“Plaintiff”) on behalf of herself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that defendants Toll Global Forwarding (USA) Inc., Toll Global Forwarding SCS (USA) Inc., TGF Management Group Holdco Inc. (collectively, “Toll”), Simplified Labor Staffing Solutions, Inc. (“Simplified”), Chartwell Staffing Services, Inc. (“Chartwell”), Insperity PEO Services, L.P. erroneously sued as Insperity Expense Management, Inc. (“Insperity”) (collectively, “Defendants”) violated California state wage and hour laws governing: meal and rest breaks; unpaid wages, including minimum wages and overtime wages, indemnification for losses and expenditures incurred as part of employment, and all theories for or related to nonpayment of such wages; wage statement violations; and separation pay violations as well as law requiring Defendants to provide suitable seating and maintain reasonable temperatures at the workplace.

The Court has **not** made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Defendants deny Plaintiff’s allegations. Defendants maintain they were in compliance with the California Labor Code at all times. It contends that it followed lawful policies and practices and that Plaintiff and the other non-exempt employees at issue in the PAGA Action were paid appropriate meal period and rest break wages, properly paid all appropriate minimum and overtime wages when they were due and owing, provided suitable seats where appropriate, maintained a reasonable temperature in the work site, did not incur business expenses, and provided compliant wage statements. It enters into a Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as an “Aggrieved Employee” which is defined as: all non-exempt temporary workers who were, or were alleged to be, employed by Defendant Chartwell, Defendant Insperity and/or Toll, and/or

Defendant Simplified and who worked in a Toll facility in California during the PAGA Period, except for union employees that worked solely at Toll's Port of Los Angeles warehouse which is governed by a separate, union agreement. The "PAGA Period" is the period from April 1, 2019 to December 18, 2020.

## **II. INDIVIDUAL PAGA PAYMENT**

Each individual PAGA payment was calculated on a proportional basis based on the number of pay periods worked by that individual during the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

The amount paid to each Aggrieved Employee will be allocated as follows: one-hundred percent (100%) will be attributed to penalties and will be reported on an IRS Form 1099. The Parties agree that all Aggrieved Employees who receive payment pursuant to this settlement will be responsible for any and all tax obligations associated with such receipt. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive. Neither Counsel for Plaintiff, Counsel for Defendants, nor the Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment.**

## **III. RELEASE**

The Court has approved the Parties' Settlement Agreement ("Settlement").

If you worked for Defendant Chartwell or Defendant Insperity and/or Toll, you release the following claims as a result of the settlement: All Chartwell Aggrieved Employees and Insperity/Toll Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

If you worked for Defendant Simplified, you release the following claims as a result of the settlement: All Simplified Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged for (1) failure to maintain temperature providing reasonable comfort in violation of labor code sections 1198, 6720, and the Wage Orders; and (2) failure to provide suitable seats in violation of labor code section 1198 and the Wage Orders, or reasonably could have been alleged based on these claims, based on the facts stated in the Operative Complaint and the PAGA Notice.

The "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, legal and equitable owners, members, agents, representatives, trustees,

employees, attorneys, insurers, reinsurers, heirs, executors, beneficiaries, administrators, predecessors, successors, assigns, parent companies, subsidiaries, and affiliates.

#### **IV. SETTLEMENT ADMINISTRATOR**

**\*\* PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE \*\***

You may call the Settlement Administrator at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If you do not cash or otherwise deposit your check, after 180 days, it will be transmitted to the California State Controller's Office in the Unclaimed Property Fund in your name.