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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ISHAN BASU-KESSELMAN and TAI
TRAN, on behalf of the State of California,
as private attorneys general,

Plaintiffs,

v.

GARUDA LABS, INC. d/b/a
INSTAWORK; ADVANTAGE
WORKFORCE SERVICES, LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-20-586542

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (“PAGA”)
SETTLEMENT**

Date: November 30, 2023

Time: 9:30 a.m.

Judge: Richard B. Ulmer, Jr.

Dept.: 302

Complaint filed: July 9, 2020

Trial date: Not set

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Pursuant to the Motion for an Order Granting Approval of the Private Attorneys General Act (“PAGA”) Settlement (“Motion”) submitted by Plaintiffs Ishan Basu-Kesselman and Tai Tran, and for good cause appearing, having considered the Motion, all legal authorities and documents submitted in support, the Declaration of PAGA Counsel Isam C. Khoury, the Private Attorneys General Act Settlement Agreement (“Settlement Agreement”), IT IS ORDERED that the Motion is GRANTED, subject to the following orders:

a) This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

b) The Court hereby approves the Settlement set forth in the Settlement Agreement. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for approval of Private Attorneys General Act (“PAGA”) representative actions under California law.

c) The Court approves the maximum non-reversionary Gross PAGA Settlement Amount of \$3,550,000.00 by Defendants Garuda Labs, Inc. d/b/a Instawork and Advantage Workforce Services, LLC;

d) The Court approves and awards to PAGA Counsel - Blumenthal Nordrehaug Bhowmik De Blouw LLP, Cohelan Khoury & Singer, and Lebe Law, APLC - Attorneys’ Fees of \$1,183,333.33, and Attorneys’ Expenses and Costs of \$56,749.82 from the Gross PAGA Settlement Amount;

e) The Court approves Phoenix Class Action Administration Solutions as the Settlement Administrator and finds the payment of \$73,500.00 to Phoenix Class Action Administration Solutions for Administration Costs is fair and reasonable, and orders the Settlement Administrator to make this payment from the Gross PAGA Settlement Amount to itself in accordance with the Settlement Agreement;

f) The Court finds Enhancement Awards of \$10,000 to each named Plaintiff fair and reasonable, and makes these awards from the Gross PAGA Settlement Amount;

1 g) The Court approves the form of the notice to PAGA Settlement Group Members
2 attached as Exhibit 7 to the Declaration of Isam C. Khoury and orders the notice to be included
3 with Individual PAGA Payment checks;

4 h) The Court approves the PAGA Payment of \$2,216,416.85 from the Gross PAGA
5 Settlement Amount, from which,

6 i) \$1,662,312.64 (75%) shall be paid to the California Labor and
7 Workforce Development Agency, and

8 ii) \$554,104.21 (25%) shall be paid to all PAGA Settlement Group
9 Members to be distributed on a proportionate basis;

10 i) Upon entry of this Order and the Judgment, the Parties and the Settlement
11 Administrator shall effectuate all terms of the Settlement based on the provisions and timelines
12 set forth in the Settlement Agreement.

13 j) Upon the Effective Date, Plaintiffs, the State of California, and all PAGA
14 Settlement Group Members do and shall be deemed to have fully, finally, and forever released,
15 settled, compromised, relinquished, and discharged any and all of the Released Parties from
16 each and every claim contained in the Released PAGA Claims.

17 k) If any PAGA Settlement Group Member fails to negotiate their Individual
18 PAGA Payment check within 180 calendar days after the initial mailing, the Settlement
19 Administrator shall forward the sums represented by the uncashed checks to the State of
20 California, Controller's Office, Unclaimed Property Division in the name of the PAGA
21 Settlement Group Member who failed to cash the checks; and,

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1 l) Pursuant to California Code of Civil Procedure section 664.6, the Court shall
2 retain continuing jurisdiction over this action and the Parties, including after entry of this Order,
3 to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the
4 Agreement and this Order.

5 **IT IS SO ORDERED.**

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7 Dated: _____

The Honorable Richard B. Ulmer, Jr.
Judge of the Superior Court