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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] JUDGMENT

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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Attorneys for Plaintiffs

Judgment is hereby entered in accordance with the terms of this Court's Order Granting Motion for Approval of Private Attorneys General Act ("PAGA") Settlement.

This Judgment hereby incorporates by reference the definitions of the Private Attorneys General Act Settlement Agreement ("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.

The "Gross PAGA Settlement Amount" agreed to between Plaintiffs Ishan Basu-Kesselman and Tai Tran, on behalf of themselves and other PAGA Settlement Group Members (defined below), and the State of California, on the one hand, and Defendants Garuda Labs, Inc. d/b/a Instawork and Advantage Workforce Services, LLC (collectively, "Defendants"), on the other hand, is Three Million Five Hundred Fifty Thousand Dollars (\$3,550,000), which represents the maximum amount Defendants can be required to pay under this Settlement.

Through its Order Granting Motion for Approval of Private Attorneys General Act ("PAGA") Settlement, the Court has authorized the following distributions from the Gross PAGA Settlement Amount: (1) \$1,183,333.33 to PAGA Counsel for Attorneys' Fees; (2) \$56,749.82 to PAGA Counsel for Attorneys' Expenses and Costs; (3) \$73,500.00 to the Settlement Administrator for the Administration Costs; and (4) \$20,000 for Enhancement Awards of \$10,000 to each named Plaintiff.

After the aforementioned deductions are made from the Gross PAGA Settlement Amount, the remaining sum of \$2,216,416.85 constitutes the "PAGA Payment," which shall be distributed pursuant to Labor Code section 2699(i) as follows: 75% of the PAGA Payment, \$1,662,312.64, be paid to the Labor and Workforce Development Agency; and 25% of the PAGA Payment, \$554,104.21, be paid to all individuals who have performed work in California using Instawork's platform while classified as either an independent contractor of Instawork and/or as an employee of Advantage Workforce Services, LLC at any time during the period of time between March 31, 2019 and October 31, 2022 (collectively, "PAGA Settlement Group Members"), according to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

This action is hereby dismissed with prejudice in its entirety as to Plaintiffs, the State of

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

5 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
6 continuing jurisdiction over this action and the Parties, including after entry of this Judgment, to
7 the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the
8 Settlement Agreement.

9 **IT IS SO ORDERED.**

10
11 Dated: _____

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