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13 Attorneys for Plaintiffs LUIS BENITEZ and MARIO
14 LOZADA, on behalf of themselves and current and former
15 aggrieved employees

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 LUIS BENITEZ, on behalf of himself and
14 all other current and former aggrieved
15 California-based hourly non-exempt
employees,

16 Plaintiff,

17 vs.

18 STAFFPAY, INC. dba EMPLOYMENT;
19 STAFFPAY EXECUTIVE STAFFING,
20 INC., IMPERIAL CFS, INC.; ITI
RESOURCE, INC.; and DOES 1 to 100,
inclusive,

21 Defendants.

Case No.: 21STCV10755
[Unlimited Jurisdiction - PAGA]

[Assigned for all purposes to the
Honorable Armen Tamzarian in Dept. 52]

**[PROPOSED] ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT**

22 Pursuant to Stipulation by the parties and good cause appearing:

23 Having considered the submissions of Plaintiffs LUIS BENITEZ and MARIO
24 LOZADA ("Plaintiffs") and Defendants STAFFPAY, INC. dba EMPLOYMENT, IMPERIAL
25 CFS, INC., and ITI RESOURCE, INC. ("Defendants") (collectively, the "Parties"), and all
26 legal authorities and documents submitted in support thereof, including the Joint Stipulation of

1 Settlement of PAGA Action (the "Settlement Agreement") attached to the Huether Dec. as
2 **Exhibit 1**, and good cause appearing,

3 **HEREBY ORDERS AND ENTERS JUDGMENT**, as follows:

4 1. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement attached to the Huether Dec. as **Exhibit 1**.

6 2. The Court hereby approves the terms set forth in the Settlement Agreement and
7 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
8 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
9 the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
10 length negotiations. The Court further finds that the Parties were able to reasonably evaluate
11 their respective positions. The Court also finds that settlement now will avoid additional and
12 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
13 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
14 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

15 3. The Settlement Agreement is not an admission by Defendants or by any other of
16 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
17 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
18 Agreement, nor any document referred to herein, nor any action taken to carry out the
19 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
20 wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of
21 the other Released Parties.

22 4. The entire Net Settlement Amount (the remainder of the Settlement Amount after
23 deducting Plaintiffs' counsel's fees (\$230,000) and costs (\$16,498.10) and the costs of
24 administration (no more than \$5,000) from the \$690,000 Settlement Amount) shall be allocated
25 for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to the
26 Aggrieved Employees.

1 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
2 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
3 the Settlement Period. "Aggrieved Employees" means all current and former hourly, non-exempt
4 employees who worked at Defendant Imperial CFS either directly or through any staffing agency,
5 including but not limited to employees of Defendants and PowerStaff, within the State of
6 California at any time within the PAGA Period. "PAGA Period" means the time period from
7 February 14, 2019 to December 18, 2021

8 6. Defendants shall pay the Aggrieved Employees pursuant to the procedure
9 described in the Settlement Agreement.

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

11 8. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the
12 Settlement Amount, which is \$230,000.00 in attorneys' fees and \$16,498.10 in attorneys' costs.
13 The payment of fees to Plaintiffs' Counsel shall be made in accordance with the terms of the
14 Settlement.

15 9. The Court approves the Notice of PAGA Resolution attached as Exhibit A to the
16 Settlement Agreement.

17 10. All settlement checks will remain valid for 180 days after which the checks shall
18 become null and void, and any monies remaining in the distribution account shall be
19 transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the
20 name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

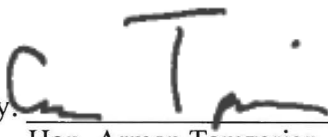
21 11. Upon Approval by the Court of the Settlement and Defendants full funding of
22 the Settlement Amount, Plaintiffs, as a representative of the State of California, the PAGA
23 Group, and the State of California will release and forever discharge any and all claims and
24 causes of action, known or unknown, contingent or accrued, against Defendants, Defendants'
25 parents, subsidiaries, affiliates, their insurers, attorneys, shareholders, executives, managers,
26 and all agents thereof (collectively "Released Parties"), arising out of the facts and claims
27 asserted in the Action for civil penalties under the Private Attorney General Act of 2004 Cal.

1 Lab. Code § 2698 based upon the facts alleged, for violations of the California Labor Code
2 governing: meal and rest breaks; unpaid wages, including minimum wages, regular wages,
3 overtime, and double time wages, and all theories for or related to nonpayment of such wages
4 or failure to timely pay such wages; wage statement violations; separation pay violations; and
5 any other penalties which could be asserted based on the allegations alleged against
6 Defendants in Plaintiff Lozada's February 14, 2020 LWDA Letter and Plaintiff Benitez's
7 January 12, 2021 LWDA letter and the Action (the "Released Claims"). As a result of this
8 release, the PAGA Group will be unable to bring a claim under PAGA, or recover civil
9 penalties under any pending PAGA lawsuit, for any of the Released Claims that arose during
10 the Settlement Period.

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

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16 Date: November 17, 2022



17 By: 
18 Hon. Armen Tamzarian
19 Armen Tamzarian, Judge
20 Judge of the Superior Court
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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On November 15, 2022, I served the foregoing document, described as:

**“[PROPOSED] ORDER GRANTING JOINT STIPULATION REQUESTING APPROVAL
OF SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004 (“PAGA”) AND JUDGMENT”**

on all interested parties in this action as follows:

*Attorneys for Defendant STAFFPAY, INC. dba
EMPLICITY.:*

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☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on November 15, 2022, at Beverly Hills, California.



Vanessa Clavel