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Electronically Filed by
Superior Court of California,
Contra Costa County
7/7/2025
By: N. McCallister-Villa, Deputy

Attorneys for Plaintiff KIRK PATRICK
ANTHONY JONES, JR.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

KIRK PATRICK ANTHONY JONES, JR.,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

REAL TIME STAFFING SERVICES, LLC, a
limited partnership; and DOES 1 through
10, inclusive,

Defendants.

Case No.: MSC21-01164

[Honorable Edward G. Weil, Department 39]

~~PROPOSED~~ JUDGMENT

*[Filed with Plaintiff's Notice of Motion and
Motion for Approval of PAGA Settlement,
Declaration of Kane Moon, Declaration of
Plaintiff, and [Proposed] Order]*

PAGA APPROVAL HEARING:

Date: May 15, 2025

Time: 9:00 a.m.

Dept.: 39

Complaint Filed: June 9, 2021

Trial Date: Not Set

JUDGMENT

~~PROPOSED~~ **JUDGMENT**

Plaintiff Kirk Patrick Anthony Jones, Jr.'s ("Plaintiff") Defendant Real Time Staffing, LLC ("Defendant") (Plaintiff and Defendant are hereinafter collectively referred to as, the "Parties") have reached a settlement of the above-captioned matter (the "Action") alleging a cause of action under the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA").

Pursuant to PAGA, Plaintiff filed a Motion for Approval of PAGA Settlement ("PAGA Approval Motion"), seeking approval of the Parties' PAGA Settlement Agreement ("Settlement"), which is attached as "Exhibit 1" to the Declaration of Kane Moon in Support of Plaintiff's Motion for Approval of PAGA Settlement.

The Court, having duly considered Plaintiff's PAGA Approval Motion, the supporting declarations and exhibits thereto, all papers filed, and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, has entered an Order granting approval of the PAGA Settlement ("Approval Order").

The Court, having entered the Approval Order, and good cause appearing, **HEREBY ADJUDGES AND DECREES AS FOLLOWS:**

1. The Approval Order is incorporated herein in its entirety.
2. The Court, for purposes of this Judgment, refers to all terms and provisions as defined in the Settlement.
3. In accordance with and for the reasons stated in the Approval Order, Judgment is entered whereby Plaintiff, the State of California (including the California Labor and Workforce Development Agency ("LWDA"), the Settlement Administrator, and the Aggrieved Employees, shall take nothing from Defendant, except as expressly set forth in the Settlement.
4. The obligations set forth in the Settlement are deemed part of this Judgment, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions and the Approval Order.
5. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the Settlement. The LWDA was timely provided

1 with notice of the Settlement, has not objected, and is therefore, bound by this Judgment. This
2 Judgment shall be binding on all Aggrieved Employees and the State of California, who are
3 hereby barred by the doctrine of res judicata from re-litigating the Released PAGA Claims from
4 the PAGA Period, as those terms are defined by the Settlement. (See *Arias v. Superior Court*
5 (2009) 46 Cal.4th 969 986 [holding that a judgment in a representative action brought by an
6 aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on
7 state labor law enforcement agencies and any aggrieved employee not a party to the proceeding].)

8 6. The Aggrieved Employees are all hourly-paid, non-exempt employees of Defendant
9 who worked for Defendant in California during the PAGA Period at third-party HelloFresh's
10 distribution center in Richmond, California.

11 7. As set forth in the Settlement, effective on the date Defendant fully funds the Gross
12 Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel will release claims
13 against all Released Parties as follows:

- 14 a. Plaintiff's Release. Plaintiff and his respective former and present spouses,
15 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
16 successors, and assigns generally, release and discharge Released Parties from all
17 claims, transactions, or occurrences that occurred during the PAGA Period,
18 including, but not limited to: (a) all claims that were, or reasonably could have been
19 alleged, or could have been sought by the Labor Commission based on the facts
20 contained in the Operative Complaint and the PAGA Notice that accrued at any
21 time during the PAGA Period ("Plaintiff's Release"). Plaintiff's Release does not
22 extend to any claims or actions to enforce this Agreement, or to any claims for
23 vested benefits, unemployment benefits, disability benefits, social security benefits,
24 workers' compensation benefits that arose at any time, or based on occurrences
25 outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts
26 or law different from, or in addition to, the facts or law that Plaintiff now knows or
27 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and

1 remain effective in all respects, notwithstanding such different or additional facts or
2 Plaintiff's discovery of them.

- 3 i. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release, Plaintiff will expressly waive and relinquish
5 the provisions, rights, and benefits, if any, of section 1542 of the California
6 Civil Code, which reads: A general release does not extend to claims that
7 the creditor or releasing party does not know or suspect to exist in his or her
8 favor at the time of executing the release, and that if known by him or her
9 would have materially affected his or her settlement with the debtor or
10 Released Party.
- 11 b. Release by Aggrieved Employees. All Aggrieved Employees are deemed to
12 release, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
14 the Released Parties from all claims for all penalties under the California Private
15 Attorneys' General Act (Labor Code section 2698, et seq.) that were alleged, or
16 reasonably could have been alleged, or could have been sought by the Labor
17 Commissioner for the violations identified in Plaintiff's Operative Complaint, and
18 Plaintiff's PAGA Notice that accrued at any time during the PAGA Period
19 ("Released PAGA Claims"). Aggrieved Employees, with the exception of
20 Plaintiff, retain their rights to pursue claims for wages, statutory penalties, and any
21 other damages, other than the PAGA claims being released by this Settlement.
- 22 c. Release by PAGA Counsel. PAGA Counsel releases on behalf of their present and
23 former attorneys, employees, agents, successors and assigns the Released Parties
24 from all claims for the PAGA Counsel Fees Payment and the PAGA Counsel
25 Litigation Expense Payment in connection with the Operative Complaint and the
26 PAGA Notice.
- 27 d. "Released Parties" means Real Time Staffing Services, LLC, and its respective
28 past, present, or future affiliates, related entities, parents, subsidiaries, owners,

1 members, partners, officers, directors, board members, managers, supervisors,
2 employees, coemployers, predecessors, successors, assigns, agents, shareholders,
3 investors, insurers, legal representatives, representatives, independent contractors,
4 and HelloFresh.

5 8. Nothing in this Judgment or the Settlement will be construed as an admission or
6 concession by any party.

7 9. Based on the foregoing and in accordance with the Settlement, this Action is hereby
8 dismissed with prejudice. The Parties shall bear their own respective attorneys' fees and costs, except
9 as otherwise provided for in the Settlement and the Approval Order. Defendant and the Released
10 Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for any other
11 charge, expense, or liability related to the Released Claims and shall be released from all claims as set
12 forth in the Settlement and in this Judgment.

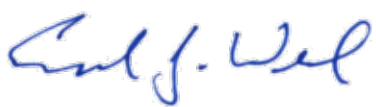
13 10. Plaintiff shall submit a copy of this Judgment to the LWDA within 30 calendar days
14 after entry hereof.

15 11. The Judgement is intended to be a final disposition in its entirety of the Action.
16 Pursuant to California Code of Civil Procedure section 664, and without affecting the finality of the
17 Order and this Judgment, this Court shall retain jurisdiction over the Parties, Action, and Settlement
18 solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 12. The Judgment set forth herein is intended to be a final disposition of the Action in its
21 entirety and is intended to be immediately appealable.

22 **IT IS SO ADJUDGED.**

23
24 Dated: 7/1/2025



Hon. Edward Weil
Honorable Edward G. Weil
Judge of the Contra Costa County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017. On May 19, 2025, I served the foregoing document described as:

8 **[PROPOSED] JUDGMENT**

9 X by E-mailing ____ the original X a true copy to the following:

10 Gregory G. Iskander
11 Cristina L. Piechocki
12 William Kim
13 Gaye Rose
14 **LITTLER MENDELSON P.C.**
15 Treat Towers
16 1255 Treat Boulevard, Suite 600
17 Walnut Creek, California 94597
18 Tel.: 925-932-2468
19 Fax: 925-946-9809
20 giskander@littler.com
21 cpiechocki@littler.com
22 WKim@littler.com
23 GRose@littler.com

24 *Attorneys for Defendant Real Time Staffing Services, LLC*

25 ☒ **BY Via Court Approved Efiling & Eservice Vendor: FILE & SERVE EXPRESS:** by
26 transmitting via electric service the document(s) listed above to the parties and or email
27 address(es) set forth below.

28 X (State) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

Executed on May 19, 2025, at Los Angeles, California.

29 Janelle Jickain
30 Name

31 
32 Signature