

ZORIK MOORADIAN, Bar No. 136636

zorik@mooradianlaw.com

HAIK HACOPIAN, Bar No. 282361

haik@mooradianlaw.com

MOORADIAN LAW, APC

24007 Ventura Blvd., Suite 210

Calabasas, CA 91302

Telephone: (818) 487-1998

Facsimile: (888) 783-1030

Attorneys for Plaintiff Francisco Salazar, individually and on behalf of all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

FRANCISCO SALAZAR, individually
and on behalf of all other aggrieved
employees,

Plaintiffs,

v.

STAFFMARK INVESTMENT LLC, an
active California Limited Liability
Company; and DOES 1 through 10,

Defendants.

Case No.: 21STCV39663

REPRESENTATIVE ACTION

*[Assigned to Hon. Randolph M. Hammock
in Dept. 49]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT, AND PAYMENT OF
ATTORNEYS’ FEES AND COSTS,
ADMINISTRATION COSTS, AND
ENHANCEMENT AWARD**

[CONCURRENTLY SUBMITTED WITH
NOTICE OF MOTION AND MOTION;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF HAIK
HACOPIAN]

Date: December 28, 2023

Time: 8:30 a.m.

Dept.: 49

RESERVATION ID: 619194368852

1 On December 28, 2023, the Court considered the Motion of Plaintiff Francisco Salazar
2 for approval of the Parties' proposed Private Attorneys General Act ("PAGA") Settlement,
3 and Payment of Attorneys' Fees and Costs, Administration Costs, and Enhancement Award.

4 The Court having read and considered the papers on the motion submitted by
5 Plaintiff's Counsel, having heard the presentation of Plaintiff's Counsel and Defendants'
6 counsel, having reviewed all of the submissions presented with respect to the proposed
7 Settlement, and having determined that the Settlement is fair, adequate, and reasonable, it is
8 hereby ORDERED ADJUDGED, and DECREED that:

9 1. The Settlement, as set forth in the Parties' PAGA Settlement Agreement
10 ("Settlement Agreement"), is in all respects fair, reasonable, and it is approved pursuant to
11 Cal. Lab. Code §2699. Except as expressly set forth herein, the Parties shall effectuate the
12 Settlement Agreement according to its terms. The Settlement Agreement, and every term and
13 provision thereof, shall be deemed incorporated herein as if explicitly set forth and shall have
14 full force of an Order of this Court;

15 2. Pursuant to PAGA, Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce
16 and Development Agency ("LWDA") has been given notice of the Settlement. In particular,
17 on or about the date Plaintiff filed the Motion seeking approval of the Settlement with the
18 Court, Plaintiff submitted the Motion and all supporting documents to the LWDA online as
19 reflected by the Proof of Service filed concurrently with the Motion;

20 3. Aggrieved Employees are defined as: all non-exempt employees placed by
21 Staffmark to work at Yusen Logistics (Americas), Inc., ("Yusen") in California at any time
22 during the period from August 21, 2020 to September 11, 2023 ("PAGA Period");

23 4. Distribution of the PAGA Settlement Sum of \$1,090,000.00, is approved in
24 accordance with the Settlement Agreement and on account of disputed and alleged civil
25 penalties, as follows: (a) payment of \$381,500 in attorneys' fees to Plaintiff's Counsel; (b)
26 payment of \$12,740.18 in attorneys' costs to Plaintiff's Counsel; (c) payment to CPT Group,
27 Inc., the selected administrator, for administration expenses totaling \$16,750.00; (d) payment

1 to Plaintiff Francisco Salazar totaling \$5,000.00 as an enhancement award; (e) payment to the
2 Labor and Workforce Development Agency (“LWDA”) totaling \$505,507.36, which amount
3 represents 75% of the total PAGA Settlement Sum after attorneys’ fees and costs,
4 administration costs, and enhancement award; and (f) payment of \$168,502.46, which amount
5 represents 25% of the total PAGA Settlement Sum after attorneys’ fees and costs,
6 administration costs, and enhancement award, on a pro-rata basis to all Aggrieved Employees;

7 5. The appended Notice of PAGA Settlement and Release of Claims is approved
8 and shall be disseminated to Aggrieved Employees in accordance with the Settlement
9 Agreement, in English and Spanish;

10 6. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days
11 of the date of this Order;

12 7. The Court retains exclusive and continuing jurisdiction over this Action for the
13 purposes of supervising, administering, implementing, interpreting, and enforcing this Order,
14 as well as the Settlement.

15
16
17 Dated: _____

By: _____
Honorable Randolph M. Hammock
Judge of the Superior Court