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Attorneys for Plaintiff ERIC CHABEZ,

On behalf of the general public as private attorney general

Additional Counsel Listed On Next Page

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

BUA WARNER, on behalf of the general
public as private attorney general,

Plaintiff,

v.

KING'S SEAFOOD COMPANY, LLC, a
Delaware Limited Liability Company dba
KING'S FISH HOUSE; and DOES 1-50,
inclusive

Defendants.

Case No.: 21STCV41522

Assigned to the Hon. Elaine Lu, Dept. 26

**[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT
CLAIMS, ENTERING JUDGMENT**

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Attorneys for Defendants

AIT WORLDWIDE LOGISTICS, INC. and REAL TIME

STAFFING SERVICES, LLC dba SELECT STAFFING

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Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency "LWDA") dated January 12, 2022 (the "LWDA Letter"), on behalf of all current and former non-exempt employees of Defendants AIT Worldwide Logistics, Inc., and Real Time Staffing Services LLC dba Select Staffing from November 10, 2020 through March 25, 2023 ("PAGA Period").

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
2. The Court finds in favor of settlement approval, and therefore approves the Settlement

of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;

1 including any and all known and unknown claims for civil penalties under the Private Attorneys
2 General Act, California Labor Code §§ 2698, *et seq.*, that arise.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
4 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
5 Employees (defined as PAGA Group Members in the Settlement Agreement), on behalf of the State of
6 California, as to the PAGA Released Claims and Released Parties.

7 5. The Court finds further that for reasonable consideration, Plaintiff has agreed to and is
8 bound by Plaintiff's Complete and General Release (as defined in the Settlement Agreement) and waiver
9 of California Civil Code Section 1542;

10 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
11 Defendants are directed to make all payments required by the Settlement Agreement;

12 7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
13 One Hundred Thousand Dollars (100,000.00) (the "Gross Settlement Amount"). The Gross Settlement
14 Amount is inclusive of payments to the LWDA and Aggrieved Employees, enhancement award to
15 Plaintiff, Attorney's Fees and Costs, and Administration Costs. No portion of the Gross Settlement
16 Amount will revert to Defendant. Plaintiff's Counsel request an award of attorney's fees of \$33,000.00
17 and costs of \$16,067.98; payment of settlement administrator APEX Class Action Administration's
18 costs of (\$5,990.00), and \$7,500.00 as an enhancement award to Plaintiff. Defendants do not oppose
19 these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and
20 approves each of these payments, and directs the Settlement Administrator to make the above payments
21 from the Gross Settlement Amount.

22 8. After deducting the foregoing payments, the estimated remainder of approximately
23 \$37,108.69 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
24 NSA will then be distributed 75% percent (\$27,831.51) to the LWDA, and the remaining 25% percent
25 (\$9,277.17) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The
26 Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA
27 and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in
28

1 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement;
2 and

3 9. The Court hereby enters Judgment pursuant to the terms of the settlement agreement and
4 the Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil
5 Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction,
6 administration, and interpretation of the Settlement Agreement.

7 10. Plaintiffs shall promptly submit a copy of this Order to the LWDA pursuant to
8 PAGA.

9 **IT IS SO ORDERED.**

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11 Dated:

12 HON. ELAINE LU

13 SUPERIOR COURT JUDGE
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