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Attorneys for Plaintiff ERIC CHABEZ,

On behalf of the general public as private attorney general

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

ERIC CHABEZ, on behalf of the general  
public as private attorney general,

Plaintiff,

v.

AIT WORLDWIDE LOGISTICS, INC., an  
Illinois Corporation; REAL TIME  
STAFFING SERVICES, LLC dba SELECT  
STAFFING, a California Limited Liability  
Company; and DOES 1-50, inclusive,

Defendants.

Case No.: 21STCV41522

*Assigned to the Hon. Elaine Lu, Dept. 26*

**AMENDED [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;

3. The Court finds further that Plaintiff, acting on behalf of himself and the State of California, by operation of this Order hereby releases and forever discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's Complaint,

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  
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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.**

10 Dated:

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12 HON. ELAINE LU  
13 SUPERIOR COURT JUDGE  
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**PROOF OF SERVICE, COUNTY OF ORANGE**

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On October 27, 2023, I served on the interested parties in this action the following document(s) entitled:

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

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**SERVICE LIST**

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*Attorneys for Defendants*  
AIT WORLDWIDE LOGISTICS, INC. and  
REAL TIME STAFFING SERVICES, LLC dba  
SELECT STAFFING

**Via LWDA Website Only**

Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Ste 801  
Oakland, CA 94612  
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

[XX] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on October 27, 2023, at Irvine, California.

*Alma Chavarin*  
\_\_\_\_\_  
Alma Chavarin