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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

ANGELA THOMPSON and
PENELOPE PANKEY, on behalf of the
State of California, as private attorneys
general,

Plaintiffs,

vs.

FASTAFF, LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **22CV395000**

Consolidated with *Pankey v. Fastaff, LLC*
(PAGA) 22CV408861

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: August 21, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on August 26, 2024, the Court entered the Order
3 and Judgment Approving PAGA Settlement in the above-entitled action. A true and correct copy of
4 the Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: August 28, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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9 By: /s/ Kyle Nordrehaug
Kyle R. Nordrehaug
10 Attorneys for Plaintiff
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1 **PROOF OF SERVICE - STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

2 I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of
3 California. I am employed in the County of San Diego, State of California. I am over the age of 18
4 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California
5 92037. On August 28, 2024, I served the document(s) described as:

6 1. **NOTICE OF ENTRY OF JUDGMENT**

7
8 X **(BY ELECTRONIC SERVICE):** I provided the documents referenced above electronically
9 via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

10 **MORGAN, LEWIS & BOCKIUS LLP**

11 John S. Battenfeld (SBN 119513)
12 john.battenfeld@morganlewis.com
13 300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Telephone: (213) 612-2500
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14 **MORGAN, LEWIS & BOCKIUS LLP**

15 David J. Rashe (SBN 318400)
16 david.rashe@morganlewis.com
17 600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Telephone: (714) 830-0600
Facsimile: (714) 830-0700

18 Andrea Fellion

19 andrea.fellion@morganlewis.com

20 X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the
21 Labor Workforce Development Agency via online process at the PAGA Filing website in
accordance with the procedure imposed by the LWDA.

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

24 Executed on August 28, 2024 at San Diego, California.

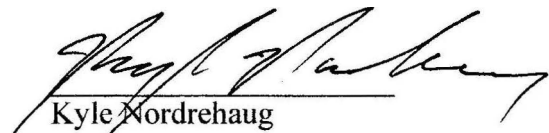
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26 Kyle Nordrehaug
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EXHIBIT #1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

ANGELA THOMPSON and
PENELOPE PANKEY, on behalf of the
State of California, as private attorneys
general,

Plaintiffs,

vs.

FASTAFF, LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **22CV395000**

Consolidated with *Pankey v. Fastaff, LLC*
(PAGA) 22CV408861

**[REVISED PROPOSED] ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Hearing Date: August 21, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

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1 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs' motion and approves the
2 PAGA settlement as set forth in the Settlement Agreement and the Gross PAGA Settlement Amount,
3 which shall be allocated and paid out as set forth in the Settlement Agreement. The Court finds the
4 Settlement is fair and reasonable for the reasons set forth in the Motion to Approve PAGA
5 Settlement.

6 The "PAGA Settlement Employees" are defined as all individuals who are or previously
7 were employed by Defendant and who worked in California at a client or clients of Defendant,
8 including through a managed service provider, in a position classified as a non-exempt employee at
9 any time during the PAGA Period. The PAGA Period is the period from December 29, 2020 to
10 August 6, 2023.

11 Upon the Effective Date of this Order and Judgment and Defendant funding the Gross PAGA
12 Settlement Amount, Defendant and the Released Parties (as defined in the PAGA Settlement
13 Agreement) shall be entitled to a release of the Released PAGA Claims. The "Released PAGA
14 Claims" are all claims for civil penalties, attorneys' fees, and costs recoverable under PAGA that
15 were alleged, or reasonably could have been alleged, based on the facts stated in the operative First
16 Amended Consolidated Complaint, and/or the PAGA Notice letters submitted by Plaintiffs to the
17 LWDA, including any amendments thereto, during the PAGA Period for alleged violations of the
18 California Labor Code and applicable Wage Order(s), including for (a) failure to pay minimum
19 wages, (b) failure to pay overtime wages, including at the correct regular rate of pay, (c) failure to
20 provide meal periods and associated premium pay, (d) failure to provide rest periods and associated
21 premium pay, (e) failure to provide accurate itemized wage statements, (f) failure to timely pay
22 wages during employment, (g) failure to timely pay wages upon separation of employment, (h)
23 failure to pay sick pay wages at the regular rate of pay, (i) unlawful deductions from employee
24 wages, and (j) expense reimbursement violations. The Released PAGA Claims does not include all
25 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
26 Employment and Housing Act, unemployment insurance, disability, social security, workers'
27 compensation, and California non-PAGA class claims, and PAGA claims outside of the PAGA
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1 Period. In no event shall the release of the Released PAGA Claims release any individual non-
2 PAGA claims of any individuals.

3 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
4 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
5 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
6 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
7 liability, obligation, or duty at law or in equity. This settlement (including this Order) shall not be
8 construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, the PAGA
9 Settlement Employees, the State of California, the LWDA, or any other person, and Defendant
10 specifically disclaims any such liability or wrongdoing.

11 The claims asserted under PAGA in this action are dismissed with prejudice. This includes
12 the non-individual PAGA claims as to the PAGA Settlement Employees during the PAGA Period
13 and the individual claims of the Plaintiffs. After entry of this Order and Judgment, the Court shall,
14 pursuant to Code of Civil Procedure § 664.6, retain jurisdiction pursuant to California Code of Civil
15 Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement Agreement, to hear
16 and resolve any contested challenge to a claim for settlement benefits, and to supervise and
17 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

18 A compliance hearing in Department 19 is set for: January 22, 2024 at 2:30 p.m., with a
19 report to be filed 14 days before this hearing.

20 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
21 **ENTERED ACCORDINGLY.**

22
23 DATED: August 26, 2024

24 

25 THE HONORABLE THEODORE C. ZAYNER
26 JUDGE OF THE SUPERIOR COURT
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