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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF SANTA CLARA**
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12 ANGELA THOMPSON and
13 PENELOPE PANKEY, on behalf of the
14 State of California, as private attorneys
general,

15 Plaintiffs,

16 vs.
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18 FASTAFF, LLC, a Limited Liability
19 Company; and DOES 1 through 50,
inclusive,

20 Defendants.
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Case No.: **22CV395000**

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

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

Hearing Date: July 3, 2024
Hearing Time: 1:30 p.m.

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

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiffs Angela Thompson and Penelope Pankey (“Plaintiffs”) move for approval of the
3 settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code § 2699(*I*), against Defendant Fastaff, LLC
5 (“Defendant”).

6 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
7 in this action and are authorized to act as private attorneys general with respect to the PAGA claims
8 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”),
9 which is incorporated by reference. The California Labor Workforce Development Agency
10 (“LWDA”) was provided with notice of the Settlement Agreement and the motion for approval of
11 the PAGA settlement via its online process and no objection has been received to the settlement or
12 the motion from the LWDA.

13 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the Gross PAGA
14 Settlement Amount including the PAGA Payment to be paid as part of the settlement as set forth in
15 the Settlement Agreement which was filed with the Court. The settlement provides for a Gross
16 PAGA Settlement Amount in the total sum of \$450,000, which includes the PAGA Payment to the
17 LWDA and the PAGA Settlement Employees, the Administration Expenses Payment (not to exceed
18 \$14,000) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the
19 amount of \$149,999 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation
20 Expenses Payment in the amount of \$25,000. The PAGA Payment, which is the amount remaining
21 of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment,
22 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated
23 to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which
24 75% of this payment will be paid to the LWDA (no less than \$195,750.75) and 25% will be paid to
25 the PAGA Settlement Employees (no less than \$65,250.25).

26 The Court, having reviewed the evidence and papers submitted and argument of counsel,
27 pursuant to Labor Code section 2699(*I*)(2) hereby GRANTS the Plaintiffs’ motion and approves the
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1 PAGA settlement as set forth in the Settlement Agreement and the Gross PAGA Settlement Amount,
2 which shall be allocated and paid out as set forth in the Settlement Agreement. The Court finds the
3 Settlement is fair and reasonable for the reasons set forth in the Motion to Approve PAGA
4 Settlement.

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

10 Upon the Effective Date of this Order and Judgment and Defendant funding the Gross PAGA
11 Settlement Amount, Defendant and the Released Parties (as defined in the PAGA Settlement
12 Agreement) shall be entitled to a release of the Released PAGA Claims. The “Released PAGA
13 Claims” are all claims for civil penalties, attorneys’ fees, and costs recoverable under PAGA that
14 were alleged, or reasonably could have been alleged, based on the facts stated in the operative First
15 Amended Consolidated Complaint, and/or the PAGA Notice letters submitted by Plaintiffs to the
16 LWDA, including any amendments thereto, during the PAGA Period for alleged violations of the
17 California Labor Code and applicable Wage Order(s), including for (a) failure to pay minimum
18 wages, (b) failure to pay overtime wages, including at the correct regular rate of pay, (c) failure to
19 provide meal periods and associated premium pay, (d) failure to provide rest periods and associated
20 premium pay, (e) failure to provide accurate itemized wage statements, (f) failure to timely pay
21 wages during employment, (g) failure to timely pay wages upon separation of employment, (h)
22 failure to pay sick pay wages at the regular rate of pay, (i) unlawful deductions from employee
23 wages, and (j) expense reimbursement violations. The Released PAGA Claims does not include all
24 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
25 Employment and Housing Act, unemployment insurance, disability, social security, workers’
26 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 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
19 **ENTERED ACCORDINGLY.**

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21 DATED: _____

22 THE HONORABLE THEODORE C. ZAYNER
23 JUDGE OF THE SUPERIOR COURT
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