

FILED
Superior Court of California
County of Los Angeles
07/25/2023

David W. Slayton, Executive Officer / Clerk of Court
By: E. Perez Deputy

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

WESLEY MATIMBA, an individual, and on
behalf of other similarly situated individuals and
the State of California

Plaintiffs,

vs.

**EMPLOYBRIDGE, LLC; REAL TIME
STAFFING SERVICES, LLC; and DOES 1-
50,**

Defendants.

Case No. 21STCV46986

[Assigned for all purposes to Hon. Kevin C. Brazile,
Dept. 20]

**~~PROPOSED~~ FINAL JUDGMENT AND ORDER
OF DISMISSAL**

Hearing Date: July 13, 2023
Time: 8:30 a.m.
Dept.: 20

Reservation ID: 525497795618

1 On July 13, 2023, Plaintiff Wesley Matimba’s motion for approval of the Settlement Agreement
2 between the above-captioned parties came on regularly for hearing pursuant to the California Private
3 Attorneys General Act, Labor Code section 2699, *et seq.* (“PAGA”). Appearances were as stated in the
4 record. Having considered the motion, the Settlement Agreement, all supporting documents, and the
5 arguments of counsel, and GOOD CAUSE having been shown, Plaintiff’s motion is GRANTED.

6 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

7 The Court hereby approves the parties’ proposed Joint Stipulation of Settlement and Release of
8 PAGA Action (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Jeremy F. Bollinger,
9 entered into between Plaintiff as an individual and on behalf of the State of California and as an
10 “aggrieved employee” acting as private attorney general under PAGA, on the one hand, and Defendants
11 Employbridge, LLC, and Real Time Staffing Services, LLC (collectively, “Defendants”) on the other, as
12 follows:

13 1. All capitalized terms used here and not otherwise defined shall have the same meaning as
14 given in the Settlement Agreement.

15 2. The Court has jurisdiction over the subject matter of this action, all PAGA Members, the
16 State of California, and Defendants.

17 3. The Court finds and determines that the parties have satisfied the requirements of Section
18 2699(l)(2) of PAGA, by submitting the Settlement Agreement to the Labor Workforce and Development
19 Agency (“LWDA”).

20 4. The Court APPROVES the parties’ Settlement Agreement adjudging the terms thereof to
21 be fair, reasonable, and adequate and directing consummation of its terms and provisions.

22 5. The Court APPROVES the Notice of Settlement (referred to as “Settlement Letter”),
23 attached as Exhibit A to the Settlement Agreement, as to form and content, and directs the Settlement
24 Administrator to distribute it along with the Settlement shares to the PAGA Members pursuant to the
25 terms of the Settlement Agreement.

26 6. The Court APPROVES the parties’ Settlement Agreement in favor of Plaintiff and the
27 PAGA Members in the Gross Settlement Amount of \$250,000.

28 7. The Court APPROVES and APPOINTS Simpluris, Inc. to administer the Settlement.

1 8. The Court APPROVES and ORDERS that, of the Gross Settlement Amount, twenty-five
2 percent (or \$62,500) is to be distributed to the PAGA Members and seventy-five percent shall be
3 allocated to the LWDA pursuant to Section 2699(i) of PAGA. The Court further APPROVES and
4 ORDERS that from the seventy-five percent allocated to the LWDA, \$87,500 is awarded as attorneys'
5 fees paid to Plaintiff's Counsel Moss Bollinger, LLP, \$10,611.23 is awarded as litigation costs paid to
6 Plaintiff's Counsel Moss Bollinger, LLP, \$7,500 is awarded to the PAGA Representative/Plaintiff
7 Wesley Matimba as an Enhancement Payment, and \$7,302 is awarded as administrative costs paid to the
8 Settlement Administrator. The remaining amount of \$74,586.77 is to be distributed to the LWDA.

9 9. Pursuant to section 7.3 of the Settlement Agreement, any funds associated with
10 uncashed checks after one hundred eighty (180) calendar days will be sent to the Controller of the State
11 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq.,
12 for the benefit of those Settlement Group Members whose checks were voided.

13 10. The Lawsuit is hereby DISMISSED WITH PREJUDICE and without costs to any party,
14 other than as specified in the Settlement Agreement and this Order.

15 11. In consideration of the Gross Settlement Amount provided under the Settlement
16 Agreement, and for other good and valuable consideration, each of the PAGA Member and the State of
17 California shall, by operation of this Judgment, irrevocably release, acquit, and forever discharge
18 Defendants and the Released Parties, as defined in the Settlement Agreement, of all claims and theories
19 that were set forth, or that could have been set forth based on the facts alleged in the Action during the
20 PAGA Period, including but not limited to under the California Labor Code sections 201-203 (including
21 201.3), 226, 1194, 1197, 2698 et seq., and related IWC Wage Orders, based on Defendants' alleged
22 failure to pay wages for all hours worked during the time spent undergoing drug testing and performing
23 onboarding tasks, and derivative liability for failure to provide accurate wage statements, failure to timely
24 pay all wages, and failure to timely pay all wages upon cessation of employment (collectively "Released
25 Claims").

26 12. As a result of this Judgment, the PAGA Representative/Plaintiff, the State of California,
27 and all PAGA Members are barred from prosecuting any claims covered by the release set forth in the
28 Settlement Agreement against Defendants and the Released Parties.

1 13. This Judgment is the Final Judgment in the suit as to all Released Claims.

2 14. In the event that the Settlement Effective Date does not occur, this Judgment shall be
3 rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the
4 contrary in the Agreement, and without prejudice to the *status quo ante* rights of Plaintiff, PAGA
5 Members, the State of California, and Defendants.

6 **IT IS SO ORDERED.**



Kevin C. Brazile

7
8 Dated: July 25 , 2023

Kevin C. Brazile / Judge

Hon. Kevin C. Brazile, Judge of the Superior Court