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Attorneys for Plaintiff SERGIO P. DANCEL, JR.,

On behalf of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

SERGIO P. DANCEL JR on behalf of the
general public as private attorney general,

Plaintiff,

v.

EMPLOYBRIDGE HOLDING COMPANY,
a Delaware Corporation doing business as
SELECT STAFFING and PROLOGISTIX;
EMPLOYBRIDGE MIDWEST 3, INC., a
Georgia Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: CIVSB2201533

assigned for all purposes to the

Honorable Jessica Morgan, Dept. S-26

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

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Plaintiff's operative 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 October 8, 2021 and November 12, 2021 (the "LWDA Letters"), on behalf of all current and former non-exempt employees of Defendants EmployBridge Holding Company and EmployBridge Midwest 3, Inc. as well as Real Time Staffing Services, LLC dba Select Staffing and ProLogistix ("Defendants") from October 8, 2020 through May 17, 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

1 the Released Parties (as defined in the Settlement Agreement) from any and all PAGA
2 Released Claims (as defined in the Settlement Agreement) including penalties asserted in
3 Plaintiff's Complaint, including any and all known and unknown claims for civil penalties
4 under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*, that arise.

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

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

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

15 7. Under the Settlement Agreement, Defendant agrees to pay an all-in gross
16 amount of Eighty Thousand Dollars (\$80,000.00) (the "Gross Settlement Amount"). The Gross
17 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees,
18 enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration Costs. No
19 portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel request
20 an award of attorney's fees of \$26,666.660 and costs of \$15,763.10; payment of settlement
21 administrator APEX Class Action Administration's costs of \$6,990.00, and \$7,500.00 as an
22 enhancement award to Plaintiff. Defendants do not oppose these requests. The Court finds the
23 Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
24 payments, and directs the Settlement Administrator to make the above payments from the
25 Gross Settlement Amount.

26 8. After deducting the foregoing payments, the estimated remainder of
27 approximately
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1 \$23,080.24 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
2 2699(i), the NSA will then be distributed 75% percent (\$17,310.18) to the LWDA, and the
3 remaining 25% percent (\$5,770.06) to the Aggrieved Employees on a pro rata basis, as set forth
4 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
5 Administrator to issue checks to the
6 LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in
7 the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
8 Agreement; and

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

13 10. Plaintiff shall promptly submit a copy of this Order to the LWDA pursuant to PAGA.

14 **IT IS SO ORDERED.**

15
16 Dated:

HON. JESSICA MORGAN
SUPERIOR COURT JUDGE