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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE

KENNETH AGNER, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

ELWOOD STAFFING SERVICES, INC., an Indiana corporation; JOHN ELWOOD, individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25TRCV02965

Assigned for all purposes to the Honorable Alan B. Honeycutt, Dept. E

NOTICE OF ENTRY OF ORDER

Complaint Filed: August 29, 2025
Trial Date: Not set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on October 27, 2026, the Court in the above-entitled action entered the Order Granting Approval of PAGA Settlement and Entering Judgment. The Court made revisions to the payment for Plaintiff's Service Award, the total Net Settlement Amount, the LWDA PAGA Payment, and the PAGA Payment amount that should be distributed to each Aggrieved Employee. The Court also set a final accounting hearing date for July 12, 2027, at 8:30 a.m. A true and correct copy of the Court's October 27, 2026, Order Granting Approval of PAGA Settlement and Entering Judgment, is attached hereto as Exhibit 1.

Respectfully submitted,

Dated: October 28, 2026

PARKER & MINNE, LLP

By:_____
S. Emi Minne
Attorneys for Plaintiff

EXHIBIT 1

Electronically Received 08/07/2026 12:09 PM

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Attorneys for Plaintiff KENNETH AGNER

FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Seals Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KENNETH AGNER, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

ELWOOD STAFFING SERVICES, INC., an Indiana corporation; JOHN ELWOOD, individually; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 25TRCV02965

Assigned for all purposes to the Honorable Alan B. Honeycutt, Dept. Dept. E

~~[PROPOSED]~~ ORDER GRANTING APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT

Date: October 27, 2026
Time: 8:30 a.m.
Dept.: E
Reservation ID: 400670975015

Complaint Filed: August 29, 2025
Trial Date: Not Set

~~[PROPOSED]~~ ORDER AND JUDGMENT

Plaintiff Kenneth Agner's unopposed Motion for Approval of PAGA Settlement ("Motion") in the above-captioned matter came for hearing on October 27, 2026, before the Honorable Alan B. Honeycutt in Department E of the above-entitled Court located at 825 Maple Avenue, Torrance, CA 90503. The Court, having considered Plaintiff's Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

1. Plaintiff's Motion is granted in its entirety.

2. The Joint Stipulation of PAGA Settlement ("Agreement" or "Settlement"), attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for approval of PAGA Settlement, is hereby approved pursuant to Labor Code § 2699(s)(2). The Court finds that the Settlement represents a fair, reasonable, and adequate resolution of the PAGA claims alleged in this Action and fulfills the objectives of the Labor Code Private Attorneys General Act of 2004, Cal. Labor Code sections 2698, et seq. ("PAGA").

3. The Agreement is hereby deemed incorporated into this Order and Judgment. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Labor and Workforce Development Agency ("LWDA") and the Aggrieved Employees.

5. The Court finds that Plaintiff has satisfied the prerequisites under PAGA including, but not limited to, providing notice to the LWDA and Defendant of the specific provisions of the California Labor Code alleged to have been violated and the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

6. The Court also finds that the Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene or appear in this Action.

7. The Aggrieved Employees covered under the Settlement consist of the following individuals:

All current and former non-exempt and/or hourly-paid employees who were employed by Defendant in the State of California at any time during the PAGA Period (the "Aggrieved Employees").

The PAGA Period is defined as the period commencing on June 25, 2024 and ending on June 16, 2026.

8. The Court designates Apex Class Action, LLC ("Settlement Administrator") as the third-party Settlement Administrator for distribution of the Gross Settlement Amount, mailing of the Settlement Cover Letters, and other duties set forth in the Settlement.

9. The Court approves, as to form and content, the Settlement Cover Letter attached as **Exhibit A** to the Agreement.

10. The Court finds the payments provided for under the Agreement to be fair, just, reasonable, and adequate in light of all of the circumstances.

11. Pursuant to the terms of the Agreement, Defendant shall pay the Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents ($300,000.00), the "Gross Settlement Amount"). Defendant is ordered to deposit the Gross Settlement Amount into a Qualified Settlement Fund established by the Settlement Administrator within fourteen (14) calendar days after entry of this Order and Judgment.

12. No later than fourteen (14) calendar days after entry of this Order and Judgment, Defendant will provide the Settlement Administrator with the Aggrieved Employee List in a readable Microsoft Excel spreadsheet, which shall include the following information for all Aggrieved Employees: (i) full name; (ii) last known home address; (iii) last known telephone number; (iv) social security number; (v) total Eligible Pay Periods during the PAGA Period; and (vi) any other information reasonably required by the Settlement Administrator to effectuate the terms of the Settlement as defined in the Agreement.

13. No later than fourteen (14) calendar days after receipt of the Gross Settlement Amount, the Settlement Administrator shall distribute the Gross Settlement Amount as provided in the Settlement and set forth below:

a. One Hundred Thousand Five Dollars and Zero Cents ($105,000.00) shall be paid to Plaintiff's Counsel, Parker & Minne, LLP and Lawyers *for* Justice, PC, from the Gross Settlement Amount as payment for any and all attorneys' fees incurred by Plaintiff's Counsel in this Action.

b. Fourteen Thousand Twenty-Eight Dollars and Sixty-Eight Cents ($14,028.68) shall be paid to Plaintiff's Counsel, Parker & Minne, LLP and Lawyers *for* Justice, PC, from the Gross Settlement Amount for reimbursement of their reasonable and actual expenses incurred in this Action;

c. Seven Thousand Seven Hundred Ninety Dollars and Zero Cents ($7,790.00) shall be paid to the Settlement Administrator from the Gross Settlement Amount for administration expenses;

d. ~~Ten Thousand Dollars and Zero Cents ($10,000.00)~~ Five Thousand Dollars and Zero Cents ($5,000.00) shall be paid to Plaintiff Kenneth Agner from the Gross Settlement Amount as a Service Award in recognition of the service he provided in prosecution this Action; and

e. The Net Settlement Amount remaining after the deduction of the Attorneys' Fees and Costs, Administration Costs, and the Service Award ~~($163,181.32)~~ ($168,181.32) shall be designated as civil penalties under PAGA to be distributed to the LWDA and Aggrieved Employees. 65% of the Net Settlement Amount ~~($106,067.86)~~ ($109,317.86) shall be distributed to the LWDA ("LWDA PAGA Payment"). 35% of the PAGA Payment ~~($57,113.46)~~ ($58,863.46) shall be distributed to the Aggrieved Employees on a *pro rata* basis based on the number of Pay Periods worked by each Aggrieved Employee ("Individual PAGA Payments"). The Settlement Administrator shall mail each Aggrieved Employee their Individual PAGA Payment along with the Settlement Cover Letter attached to the Agreement as Exhibit A.

14. Any allocation of Attorneys' Fees and Costs between and among Plaintiff's Counsel shall be made by the Settlement Administrator pursuant to the separate and independent agreement between Plaintiff's Counsel.

15. All checks payable to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from their date of issuance. If any checks are not cashed within one hundred and eighty (180) calendar days of mailing, the funds from such uncashed checks shall be sent to the State of California Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued.

16. Upon entry of the complete funding of the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the LWDA will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties from any and all Released PAGA Claims, including any and all claims under PAGA arising during the PAGA Period for the recovery of civil penalties, attorneys' fees, and costs, that arise out of the violations alleged in the Complaint and the PAGA Notice.

17. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days of entry of the Judgment. No individualized notice of this Order and Judgment is required to be provided to Aggrieved Employees.

18. Without affecting the finality of this Order and Judgment, the Court shall retain continuing jurisdiction over this action and the parties, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

19. A post-approval final accounting hearing shall be held on July 12, 2027 at 08:30 a.m./~~p.m.~~ in Dept. No. E of the above-entitled court, located at 825 Maple Avenue, Torrance, CA 90503. Plaintiff's Counsel shall submit a final compliance status report by no later than July 06, 2027.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 10/27/2026

William G. Willett

Honorable Alan B. Honeycutt
Judge of the Superior Court
William G. Willett