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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 VIRGEL ALLEN, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.

15 KELLY SERVICES GLOBAL, LLC, a
16 Michigan Corporation; CORTECH WEST
17 STAFFING, LLC, a California Domestic
18 LLC; and MITSUBISHI MOTORS NORTH
AMERICA, INC., a California Corporation,
and DOES 1 through 20, inclusive;

19 Defendants.
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Case No.: CVRI2303841
*[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]*

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT THEREON**

Hearing

Date: July 28, 2025

Time: 8:30 a.m.

Dept.: 1

Complaint filed: July 26, 2023

1 The Motion to Approve the PAGA Settlement (the “Settlement” or “Settlement
2 Agreement”)¹ between Plaintiff Virgel Allen and Defendants Kelly Services Globa, LLC
3 (“KSG”) and Mitsubishi Motors North America, Inc. (“MMNA”) (collectively “Defendants”)
4 came before this Court on for a hearing on July 28, 2025, in accordance with Labor Code §
5 2699(1)(2) of the Private Attorneys General Act of 2004 (“PAGA”).

6 Plaintiff’s operative Complaint (the “Complaint”) and LWDA notice letters alleged
7 causes of action against Defendants for: (1) failure to pay minimum wages, (2) failure to pay
8 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
9 to pay vested vacation, (6) failure to timely pay wages each period, (7) failure to timely pay final
10 wages, and (8) failure to provide accurate itemized wage statements. And these claims were
11 brought on behalf of the State of California and all individuals who currently and/or formerly
12 performed work for Kelly on assignment with Mitsubishi in California as hourly and/or non-exempt
13 employees at any time between March 2, 2022 through September 10, 2024 (the “Aggrieved
14 Employees”).

15 The PAGA Released Claims are defined in the Settlement Agreement at ¶ 1.01(m) as
16 follows: “all claims for statutory penalties release all claims for statutory penalties that could
17 have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-
18 filing letter to the LWDA to the extent they are alleged in the PAGA Complaint, including but
19 not limited to, claims premised upon (1) failure to pay minimum wages, (2) failure to pay
20 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure
21 to pay vested vacation; (6) failure to timely pay wages each period, (8) failure to timely pay
22 final wages, (9) failure to provide accurate itemized wage statements, and (10) all other claims
23 for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et
24 seq. that were stated in the to be filed PAGA Complaint. ”

25 The Court, having considered the Settlement, including proposed PAGA penalties,
26 embodied in the Settlement Agreement between Plaintiff and Defendants, pursuant to Labor
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¹ See Exhibit “B” to the Declaration of Misty M. Lauby ISO Motion to Approve Settlement Pursuant to PAGA filed on July 3, 2025.

Code § 2699(1)(2), having considered the papers filed in support of the application for court approval and the arguments of counsel, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. In a settlement of a PAGA action brought by an aggrieved employee, the Court “shall review and approve any settlement of any civil action filed pursuant to this part.” Cal. Lab. Code § 2699(1)(2).

2. The Court finds that the instant Action presented a good faith dispute of the PAGA Released Claims as defined in the Settlement Agreement, and the Court finds in favor of settlement approval and this Order is hereby entered resolving all claims set forth in the Complaint and LWDA notice letter pursuant the terms of the Settlement Agreement, and entering the Judgment herein.

3. The Court 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. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement, including that Defendants are directed to make payments in accordance with the Settlement Agreement, by and through the Settlement Administrator.

4. By this Order and Judgment, Plaintiff releases, relinquishes, and discharges all PAGA Released Claims on behalf of himself and the State of California, as defined in the Settlement Agreement. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

5. In accordance with the Settlement Agreement, Defendants agreed to pay \$5,000 (the “Settlement Amount”), inclusive of payments to the LWDA and Aggrieved Employees. The Court finds that the Settlement Amount is fair, reasonable and adequate.

8. A The PAGA Award will be allocated to the PAGA Penalties and, pursuant to Labor Code § 2699(i), 75 percent (\$3,750) shall be paid to the LWDA (which shall be used to assist in the enforcement of labor laws and education of employers and employees about their rights and responsibilities under the Labor Code), and the remaining 25 percent (\$1,250) being paid to the Aggrieved Employees based the number of pay periods each Aggrieved Employee

1 worked during the PAGA Period.

2 6. The Court approves these payments and directs the Settlement Administrator to
3 issue checks to the LWDA and Aggrieved Employees, as set forth Settlement Agreement and
4 in the chart below. The Court approves the proposed notice to Aggrieved Employees and orders
5 that the Settlement Administrator mail the Notice of PAGA Settlement and Payment to the
6 Aggrieved Employees with the settlement check (attached hereto as Exhibit A).

7 7. The Court approves the handling of unclaimed funds set forth in the Settlement
8 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as
9 a result of a failure to timely cash a settlement check shall be shall be deemed void, and any
10 unclaimed funds in the QSF as a result of the failure to cash Individual Settlement Payment
11 checks shall be issued to the State Controller's Office for the State of California in the name of
12 the Aggrieved Employee.

13 8. The Settlement is not an admission by Defendants or any of the other Released
14 Parties, nor is this Judgment a finding of the validity of any claims in the Action or of any
15 wrongdoing by Defendants or any of the other Released Parties. Neither this Settlement
16 Approval Order, the Settlement, or the Judgment nor any document referred to herein, nor any
17 action taken to carry out the Settlement are, may be construed as, or may be used as an admission
18 by or against Defendants or any of the other Released Parties of any fault, wrongdoing or
19 liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations
20 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
21 of, an admission or concession with regard to the denials or defenses by Defendants or any of
22 the other Released Parties and shall not be offered in evidence against Defendants or any of the
23 Released Parties in any action or proceeding in any court, administrative agency or other
24 tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the
25 Settlement, the Judgment, or any related agreement or release. Notwithstanding these
26 restrictions, any of the Released Parties may file in the Action or in any other proceeding this
27 Order, the Settlement, the Judgment, or any other papers and records on file in the Action as
28 evidence of the Settlement and to support a defense of res judicata, collateral estoppel, release,

waiver or other theory of claim preclusion, issue preclusion or similar defense as to any of the Released Claims.

9. The following dates shall govern for purposes of this implementing this Final Order:

July 28, 2025	Final Order is entered and the Effective Date occurs
August 28, 2025	Defendants shall fund \$5,000 to the Settlement Administrator which, pursuant to Section 4.02(b)(6) of the Settlement Agreement.
September 18, 2025	Settlement Administrator to issue payment to the LWDA, and Aggrieved Employees.
March 17, 2026	The estimated 180-day deadline for Aggrieved Employees to cash their check.
_____, 2026	Deadline to file a Declaration by Settlement Administrator describing: (i) the dates the checks were mailed, (ii) the total number of checks mailed to Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of the uncashed checks, (v) the date that value of uncashed checks was issued to the State Controller's office, (vi) the date payment was issued to the LWDA, and (vii) the amount of the payment to the LWDA.
_____, 2026 Time: 8:30 a.m.	Hearing re: status of funding and filing a Declaration from the Settlement Administrator as set forth herein.

JUDGMENT

10. Pursuant to California Labor Code § 2698, *et seq.*, the Court hereby enters judgment of the Action, with prejudice, for the reasons set forth above, and upon the terms set forth in the Settlement Agreement. Without in any way affecting the finality of this Settlement Approval Order granting final judgment, this Court hereby retains exclusive and continuing jurisdiction over the Action as to all matters relating to: (a) the implementation, enforcement, construction and interpretation of the terms of the Settlement and this Order and Judgment; (b) Settlement administration matters; and (c) such post-judgment matters as may be appropriate

under Court rules or as set forth in the Settlement.

Dated: _____

Hon. Harold Hopp

EXHIBIT “A”

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Allen v. KSG, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed is your payment from the settlement of a lawsuit entitled *Virgel Allen, on behalf of all aggrieved employees and the State of California v. Kelly Services Global, LLC, et al.*, which was pending in the Superior Court of the State of California for the County of Riverside, Case No. CVRI2303841 (the “Allen case” or “Lawsuit”).

The *Allen* case was initially filed on March 2, 2023, and in its current form the lawsuit brings claims against Kelly Services Global, LLC (“KSG”) and Mitsubishi Motors North America, Inc. (“MMNA”) (KSG and MMNA are collectively referred to as “Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). As such, the Lawsuit was brought on behalf of the State of California all individuals who currently and/or formerly performed work for Kelly on assignment with Mitsubishi in California as hourly and/or non-exempt employees at any time between March 2, 2022 through September 10, 2024 (the “Aggrieved Employees”).

Specifically, in the Lawsuit, Mr. Allen alleged that Defendants failed to pay all required minimum and overtime wages, failed to provide meal periods and rest breaks, failed to pay vested vacation, failed to timely pay wages owing during employment, including, but not limited to, failed to timely pay wages at termination, and failed to provide accurate itemized wage statements. As such, the lawsuit sought PAGA civil penalties for these violations.

Defendants denies the allegations and denies that it owes any penalties. In an effort to avoid the time, expense and uncertainty of litigation, Mr. Allen and Defendants agreed to settle the case. You have been identified as one of the alleged aggrieved employees on whose behalf Mr. Sheets filed his lawsuit, and for purposes of the Lawsuit, the Settlement, and the following paragraph, you are considered an “Aggrieved Employee.”

As such, the parties’ settlement resolves Mr. Allen’s claims on behalf of all Aggrieved Employees, including any and all PAGA claims that Plaintiff alleged against Defendants, on behalf of Aggrieved Employees and State of California, based on the facts stated in the operative Complaint in the Action and in the LWDA notice letter sent on March 2, 2023, including all PAGA claims seeking civil penalties premised upon (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) Failure to Pay vested vacation; (6) failure to timely pay wages each period, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* that were stated in the Complaint and based solely upon the facts alleged in the Complaint and the notice sent by Plaintiff to the LWDA. **Please note: this settlement does not release any Aggrieved Employee’s individual claim for wages or damages.**

The Court approved the Settlement on [REDACTED], 2025. As a result, the enclosed settlement check has been issued and shall remain valid for one hundred eighty (180) days. Checks remaining uncashed for more than 180 days after issuance will be voided and funds represented thereby will be remitted by the State Controller’s Office for the State of California in the name of the each Aggrieved Employee that did not cash their check.