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FILED
Superior Court of California
County of Los Angeles

03/18/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KIRVER VILLEGAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

GENESIS LOGISTICS, INC., a California
corporation; STAFFMARK INVESTMENT,
LLC, a limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 24STCV05560

[Hon. Elihu M. Berle, Dept. 6]

**REVISED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION FOR
AN ORDER APPROVING SETTLEMENT
OF CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL'S
ACT OF 2004**

Date: March 2, 2026
Time: 10:00 a.m.
Courtroom: 6
Judge: Hon. Elihu M. Berle

Action Filed: March 5, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff KIRVER VILLEGAS (“Plaintiff”) and Defendants STAFFMARK INVESTMENT,
3 LLC and GENESIS LOGISTICS, INC. (Plaintiff and Defendants are, collectively, the “Parties”), have
4 reached terms of settlement of this action alleging a claim for relief pursuant to the Labor Code Private
5 Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

6 Pursuant to PAGA, Plaintiff, on behalf of the Parties, has filed a motion for approval of the
7 settlement of the claims against Defendants in this action. Specifically, Plaintiff moves for an order:

- 8 1. granting approval of the terms of the Agreement pursuant to the Labor Code Private
9 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the settlement;
10 the amount of distributions to the State and Aggrieved Employees; the amount allocated to the
11 Plaintiff as an enhancement; the amounts allocated to attorney’s fees and costs; and, the amount
12 allocated to the settlement administrator; and,
13 2. directing disbursement of the Gross Settlement Amount pursuant to the terms of the
14 Agreement.

15 On September 5, 2025, Plaintiff’s Motion came on for hearing. The PAGA SETTLEMENT
16 AGREEMENT (referred to as the “Agreement,” or “Settlement,” and attached to the Declaration of H.
17 Scott Leviant as **Exhibit 1**) is conditioned upon the Court’s approval. Capitalized terms in this Order
18 have the same meaning as in the Settlement unless indicated otherwise. A summary of the terms of the
19 Settlement is as follows:

- 20 (a) Aggrieved Employees (the aggrieved employees, as defined in the Agreement):
21 all current and former non-exempt, hourly temporary employees employed by
22 Defendant Staffmark and placed with Defendant Genesis in California at any
23 time during the PAGA Period (the period March 5, 2023, to May 2, 2025).
24 (Agreement, ¶¶ 1.4, 1.25).
25 (b) No Reversion: The Settlement is ***non-reversionary***, since the full Net Settlement
26 Amount will be allocated to PAGA penalty payments. (Agreement, ¶ 3.1.)
27 (c) Settlement Amount: Defendants agree to pay the maximum sum of **\$217,500.00**
28 (hereinafter referred to as the “Gross Settlement Amount” or “GSA”) for

1 settlement of the Release Claims, which shall be inclusive of Administrative
2 Costs, Attorneys' Fees and Costs, the Enhancement Award, and PAGA payment
3 to the LWDA. (Agreement, ¶ 3.1.)

4 (d) PAGA penalties (referred to herein as the "PAGA Penalty Amount"): At least
5 **\$114,722.96** will be available for distribution to the Aggrieved Employees and
6 the LWDA. Of this amount, the LWDA will receive at least **\$86,042.22** under
7 the Agreement, and Aggrieved Employees will receive at least **\$28,680.74**.
8 (Agreement, ¶ 3.2.4; *see also*, other requested deductions, identified herein.)

9 (e) Attorney's Fees: Plaintiff's Counsel requests an award of attorney's fees in the
10 amount of **\$72,500.00**, which is one-third of the GSA. (Agreement, ¶ 3.2.2;
11 Leviant Decl., ¶ 39.)

12 (f) Litigation Costs: Plaintiff's Counsel seeks reimbursement of actual litigation
13 costs, to a maximum amount of \$25,000.00. The actual costs are \$21,827.04,
14 which includes a reasonable estimate of the costs of filing the motion. Therefore,
15 **\$21,827.04** is requested. (Agreement, ¶ 3.2.2; Leviant Decl., ¶ 40, and Exh. 2.)

16 (g) Enhancement Award: Plaintiff requests an enhancement award of \$2,500.
17 (Agreement, ¶ 3.2.1.)

18 (h) Settlement Administration: Payment to Aggrieved Employees and administration
19 will be accomplished through third-party settlement administrator, Phoenix
20 Settlement Administration, which has agreed to perform Administrator duties for
21 a flat fee not to exceed **\$5,950.00**, which is reasonable, based on all of the
22 services offered. (Agreement, ¶ 3.2.3; Leviant Decl., ¶ 41; Declaration of Jodey
23 Lawrence [Decl. of Lawrence], ¶ 16.)

24 (i) Uncashed Checks: Uncashed checks sent to the PAGA Settlement Members will
25 be void after 180 days of issuance, and the funds will, pursuant to Unclaimed
26 Property laws, be directed to the California State Controller's Office in the name
27 of the PAGA Settlement Members who did not cash the check. (Agreement, ¶
28 4.2.3.)

- (j) Release: In exchange for the above settlement consideration, Defendants, and the “Released Parties,” as defined in the Agreement, shall be entitled to a *limited* release from any and all PAGA-based claims for civil penalties that arise out of or are related to the PAGA claims set forth in the PAGA Notice.¹ (Agreement, ¶ 5.2; Leviant Decl. ¶ 42, Exh. 1.)
- (k) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attaches the confirmatory submission documents. (Leviant Decl., ¶ 45, Exh. 3.)

After reviewing the Settlement and other related documents, and the filings submitted by Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS:**

1. The Court hereby GRANTS approval of the PAGA settlement upon the terms and conditions set forth in the Settlement. The Court finds that the terms of the proposed settlement are reasonable. In granting approval of the settlement the Court has considered the factors identified in *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016), *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998), *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), and other authority providing a coherent framework for evaluating this Settlement.

2. The Court hereby identifies the Aggrieved Employees as:

All current and former non-exempt, hourly temporary employees employed by Defendant Staffmark and placed with Defendant Genesis in California at any time during the PAGA Period (the period March 5, 2023, to May 2, 2025).

(Agreement, ¶¶ 1.4, 1.25).

3. The Court hereby finds the Settlement was the product of informed, non-collusive negotiations conducted at arms’ length by the Parties. In making these findings, the Court considered Defendants’ potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’

¹ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that “with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....”).

1 respective positions rather than the result of a finding of liability at trial. The Court further finds that the
2 terms of the Settlement have no obvious deficiencies. The Court finds that risks of further prosecution
3 are substantial and include the risks that (1) penalties would be reduced after evaluation of the totality of
4 the circumstances, or (2) no penalties would be awarded for some or all of the alleged violations.
5 The amounts awarded by the Court are set forth below.

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$217,500.00
Settlement Administration (flat rate)	\$5,950.00
Requested Attorney's Fees (33 and 1/3% of GSA)	\$72,500.00
Requested Attorney's Costs (current actual costs plus motion costs)	\$21,827.04
PAGA Penalty Allocation	\$117,222.96
Plaintiff's Approved Enhancement (in light of Plaintiff's separate individual settlement agreement)	\$0

15 4. Pursuant to the Agreement, the amount distributed as penalties under PAGA shall be
16 **\$217,500.00**, less administration costs, attorney's fees, and costs awarded to Plaintiff's counsel. After
17 awards, the amount remaining to distribute as penalties is **\$117,222.96**. The LWDA shall receive 75%
18 of the penalties allocated, which is **\$87,917.22**. Aggrieved Employees shall receive 25% of the penalties
19 allocated, which is **\$29,305.74**.

20 5. The Court here approves Plaintiff's Enhancement Fee in the amount of **\$0.00** for
21 initiating the Action and providing services in support of the Action, in light of Plaintiff's separate
22 individual settlement agreement.

23 6. The Court hereby approves Phoenix Class Action Administration Solutions to serve as
24 the Administrator. The Administrator will be paid pursuant to the Agreement's terms for such
25 distribution, in the requested amount of **\$5,950.00** out of the Gross Settlement Amount, to effectuate
26 Administration.

27 7. The Court hereby awards Counsel attorneys' fees in the amount of **\$72,500.00**. The
28 Court finds that the attorneys' fees are reasonable compared to amounts routinely approved in similar

1 settlements and as guided by the California Supreme Court's decision concerning the awarding of fees
2 from monetary funds for class members. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016).
3 Counsel proceeded on a contingency basis despite the uncertainty of any fee award. Counsel were
4 necessarily precluded from pursuing other potential sources of fees because of work in connection with
5 this Action. The Court observed that this is not a class action. It is more akin to contingent
6 representation with an additional requirement of Court review due to the qui tam nature of a PAGA
7 claim. Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit,
8 with thirty to forty percent commonly awarded in cases where the settlement is relatively small. *See Van*
9 *Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases
10 where 30-50 percent was awarded involved "smaller" settlement funds of under \$10 million). Based on
11 these considerations, including the lodestar cross-check, a fee award of 33 and 1/3 % is reasonable.

12 8. The Court hereby awards Counsel litigation costs in the total amount of \$21,827.04.

13 9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on
14 the provisions and timelines set forth in the Agreement.

15 10. Pursuant to the terms of the Settlement, the released persons and entities include:

16 Defendants, and any predecessor, successor, subsidiary, parent, affiliated or related
17 entity, and each of its employees, agents, directors, and/or officers (referred to in the
Settlement as the "Released Parties").

18 (Agreement, ¶ 1.29.)

19 11. Upon entry of the Order approving this Settlement and the Judgment thereon, claims are
20 released as follows:

21 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
22 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

23 Plaintiff's Release: Plaintiff and his respective former and present spouses,
24 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
25 successors, and assigns generally, release and discharge Released Parties from any and
26 all charges, complaints, claims, promises, agreements, controversies, suits, demands,
27 costs, losses, debts, actions, causes of action, damages, judgments, obligations,
28 liabilities and expenses of whatever kind and character, known or unknown, suspected
or unsuspected, including any claims for attorneys' fees and costs, except claims that
the law does not permit Plaintiff to waive by signing [the] Agreement, which Plaintiff
now has, owns, holds or claims to have, own or hold, or may have had, owned or held,
or may claim to have, own or hold against Released Parties, or any of them, regarding
events that have occurred in connection with or related to Plaintiff's employment
relationship with Defendants, or any acts of Released Parties, including, without

1 limitation, any and all claims that have or could have been asserted in the Action, any
2 claims that in any way relate to the facts and circumstances alleged in the Action.
3 Plaintiff's Release does not extend to any claims or actions to enforce [the] Agreement,
4 or to any claims for vested benefits, unemployment benefits, disability benefits, social
5 security benefits, workers' compensation benefits that arose at any time, or based on
6 occurrences outside the Plaintiff's employment with Defendants. Plaintiff
7 acknowledges that Plaintiff may discover facts or law different from, or in addition to,
8 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
9 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
10 such different or additional facts or Plaintiff's discovery of them.

11 Release by Plaintiff, on behalf of Plaintiff and the State of California: Plaintiff, on
12 behalf of himself and the State of California, releases all claims arising under PAGA
13 that were described in Plaintiff's pre-filing PAGA Notice to the LWDA, to the extent
14 alleged in the Operative Complaint. The PAGA Notice is attached [to the Agreement]
15 as Exhibit A.

16 Release of Additional Fees by PAGA Counsel: Other than those fees awarded by the
17 Court pursuant to this Settlement, PAGA Counsel release, on behalf of their present and
18 former attorneys, employees, agents, successors and assigns, the Released Parties from
19 all claims for PAGA Fees incurred in connection with the Operative Complaint and the
20 PAGA Period facts stated in the Operative Complaint and the PAGA Notice. PAGA
21 Counsel will receive only those fees awarded by the Court pursuant to [the Agreement].

22 (Agreement, ¶ 5.)

23 12. The action is DISMISSED WITH PREJUDICE.

24 13. The Court will enter Final Judgment in accordance with this Order.

25 14. The Order to Show Cause Re: Compliance with the Terms of the PAGA Settlement is
26 scheduled for 09/14/2026 at 08:30 AM in Department 6 at Spring Street Courthouse. The Parties are
27 ordered to meet and confer and file a joint status report and a declaration from the administrator by
28 September 4, 2026, advising the Court of the status of the distribution of settlement funds.

15 15. The Court shall retain jurisdiction with respect to all matters related to the administration
16 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
17 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
18 determination of all controversies relating thereto.

19 **IT IS SO ORDERED.**



Elihu M. Berle

Elihu M. Berle / Judge

20 Dated: 03/18/2026

21 Hon. Elihu M. Berle
22 LOS ANGELES SUPERIOR COURT JUDGE