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Attorneys for Plaintiff KIRVER VILLEGAS

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]

DECLARATION OF H. SCOTT LEVIANT IN SUPPORT OF PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

Date: September 5, 2025
Time: 10:00 a.m.
Courtroom: 6
Judge: Hon. Elihu M. Berle

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

TABLE OF CONTENTS

TABLE OF CONTENTS.......... i

BACKGROUND.......... 1

A. Statement of Facts.......... 1

B. Procedural History.......... 2

C. Settlement Negotiations.......... 3

SUMMARY OF THE SETTLEMENT TERMS.......... 3

THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL.......... 5

THE EXPERIENCE OF COUNSEL.......... 9

REASONABLENESS OF THE REQUESTED FEE AWARD.......... 20

THE THIRD-PARTY ADMINISTRATOR.......... 22

EXHIBITS.......... 23

NOTICE WAS PROVIDED TO THE LWDA.......... 23

DECLARATION OF H. SCOTT LEVIANT

I, H. Scott Leviant, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States Supreme Court, the Eighth Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Eastern, Northern and Southern Districts of California. I have never been subject to discipline by the State Bar of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am employed as a Senior Counsel at the law firm of Moon Law Group, PC. My business address is 725 S. Figueroa St., 31st Floor, Los Angeles, California 90017 and my business telephone number is (213) 232-3128. I am counsel for Plaintiff.

3. This Declaration is submitted in support of Plaintiff's MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004.

BACKGROUND

A. **Statement of Facts**

4. Plaintiff, a former employee of STAFFMARK INVESTMENT, LLC and GENESIS LOGISTICS, INC., commenced this Lawsuit against Defendants in the Superior Court of California for the County of Los Angeles, asserting individual and alleged class action violations of various provisions of the Labor Code. These alleged statutory violations also subject Defendants to potential liability under California's Labor Code Private Attorneys' General Act ("PAGA") for civil penalties pursuant to Labor Code § 2698, *et seq*. Through this action, Plaintiff seeks to recover civil penalties pursuant to Labor Code § 2698, *et. seq*.

5. Defendant GENESIS LOGISTICS, INC., is a shipping logistics provider. Defendant STAFFMARK INVESTMENT, LLC, is a staffing agency.

6. Plaintiff worked for Defendants STAFFMARK INVESTMENT, LLC and GENESIS LOGISTICS, INC., in California during the PAGA Period.

7. Defendants contend they had lawful policies, including break and pay policies, in effect throughout the statutory period, and viable defenses to the alleged penalty claims.

B. Procedural History

8. Plaintiff's Counsel sent a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff in compliance with Labor Code § 2699.3.

9. More than 65 days passed after each letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in either letter.

10. Plaintiff commenced this Lawsuit against Defendants in the Superior Court of California for the County of Los Angeles on March 5, 2024, asserting causes of action based on an alleged failure to (1) pay minimum wages; (2) pay overtime wages; (3) provide meal periods; (4) authorize and permit rest periods; (5) maintain accurate records of hours worked and meal periods; (6) timely pay all wages at termination; (7) reimburse business expense reimbursements; and (8) furnish accurate itemized wage statements. Plaintiff also asserted a cause of action for unfair business practices pursuant to California's Business and Professions Code. On May 9, 2024, Plaintiff filed a First Amended Complaint to include a cause of action for civil penalties under PAGA. On August 6, 2024, through the Parties' stipulation and Order of the Court, the class claims were dismissed without prejudice against Defendants and the putative class, leaving only Plaintiff's individual Labor Code claims for damages and the single cause of action under the PAGA for civil penalties as set forth in the Operative Complaint. The First Amended Complaint, as modified by the approved dismissal of class allegations, is the operative complaint in the Action (the "Operative Complaint."). The Parties agreed to settle the matter as a PAGA action.

11. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for civil penalties under PAGA. Defendants admit to no claims by virtue of their agreement to settle this matter.

12. Because Court approval of a PAGA settlement is required by this Court, the settlement is presented to this Court for review and approval.

C. Settlement Negotiations

13. Counsel for Plaintiff has thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation and evaluation of this case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

14. On April 2, 2025, the Parties participated in an all-day mediation presided over by a professional and neutral mediator, Tripper Ortman, of Ortman Mediation. The Parties engaged in extensive negotiations and exchange of data, documents and information prior to and during mediation. The Parties were able to reach a settlement, which led to this Agreement to settle the Action.

15. The Parties have memorialized the terms of the settlement in a long-form agreement (the "Agreement").

SUMMARY OF THE SETTLEMENT TERMS

16. Key provisions of the proposed settlement include the following:

(a) Aggrieved Employees (the aggrieved employees, as defined in the Agreement): 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).

(b) No Reversion: The Settlement is ***non-reversionary***, since the full Net Settlement Amount will be allocated to PAGA penalty payments. (Agreement, ¶ 3.1.)

(c) Settlement Amount: Defendants agree to pay the maximum sum of **$217,500.00** (hereinafter referred to as the "Gross Settlement Amount" or "GSA") for settlement of the Release Claims, which shall be inclusive of Administrative Costs, Attorneys' Fees and Costs, the Enhancement Award, and PAGA payment to the LWDA. (Agreement, ¶ 3.1.)

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

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

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

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

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

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

17. A true and correct copy of the STIPULATION OF SETTLEMENT UNDER THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("Settlement" or "Agreement") is attached hereto as **"Exhibit 1."**

THE SETTLEMENT MEETS ALL THE CRITERIA FOR APPROVAL

18. Plaintiff and Plaintiff's counsel have diligently investigated the claims in this matter. Plaintiff and Counsel concluded, after taking into account the disputed factual and legal issues involved in this Action, the substantial risks attending further prosecution, including risks related to the outcome of possible summary judgment efforts, and the substantial benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, that settlement on the terms agreed to are in the best interest of Plaintiff and the Aggrieved Employees and are fair and reasonable. Plaintiff's Counsel brought a great deal of experience with wage and hour actions in negotiating the settlement of this case.

19. Resolution at this time will forestall the need for additional expensive and time-consuming litigation that could very well result in an outcome less satisfactory than that proposed under this settlement. But, before any other consideration, we have agreed to this settlement because it is objectively reasonable. The potential for resolution benefits the aggrieved employees and the State of California, since they do not have to wait additional years for a similar recovery. The efficiency of this litigation benefits the Court, the parties and their counsel. A settled resolution now is the most realistic method for addressing the claims raised in this matter.

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[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….").

20. We have engaged in the necessary investigation in this case that made it possible for us to exercise informed judgment in those aspects of the settlement process in which we were involved. The Defendants in this matter produced important information, including pay and time data for all employees at the time data was collected. That information, coupled with other data provided, was sufficient to permit Plaintiff's counsel to adequately evaluate the settlement. Plaintiff had more than enough information upon which to evaluate a fair and reasonable settlement amount.

21. Here, the expense, complexity and likely duration of future litigation was to some extent an unknown. However, what is certain is that to adequately establish the foundational violations that would support any penalty award, significant time and expense would be invested. To adequately establish that aggrieved employees experience the alleged violations, and at what frequency, the aggrieved employees would need to be interviewed in a systematic fashion. The process would be expensive and time-consuming. But doing so would have been required, since frequency of violations would need to be established before any penalties could be recovered. As to claims such as meal period and rest break violations, the decisions of aggrieved employees are a major factor in assessing liability. Thus, even if records show a facially non-compliant meal period, no penalty could be assessed automatically. In sum, the evidence collected to date leads us to conclude that, to the extent violations occurred, a fact which Defendants dispute, the violations were ***not*** systematic and ***not*** uniform across all of Defendants' employees who worked during the PAGA period. With these considerations in mind, the amount of the Settlement is reasonable. For the PAGA Period, the number of PAGA Pay Periods at issue is estimated to be about 9,165 total for the 415 Aggrieved Employees. Using the most straightforward formulation of applying the "catch-all" $100 penalty specified in Labor Code § 2699(f)(2) to each PAGA Pay Period, the total penalty exposure is approximately $916,500.00. In addition, with assistance from Plaintiff's data consultant, and after a thorough review of evidence casting serious doubt on the viability of many of the theories of penalty recover, counsel separately estimated the plausible maximum potential PAGA exposure, on a penalty-by-penalty basis, to be approximately **$1,278,250.00**, which includes many overly optimistic assumptions about the ability to prove the frequency of violations for all aggrieved employees who allegedly experienced issues. The settlement is just over **17%** of that very optimistic exposure calculation, described below:

- Failure to compensate for unpaid wages based on off-the-clock work: Off-the-clock work is the most heavily disputed allegation in the case. Off-the-clock work was alleged to occur while waiting in line to clock back in from meal periods. The on-call theory presents significant risk, factually and legally. Clock-in delays do not appear to have a high likelihood of success. The plausible exposure is estimated to be $229,125.00, estimating that 25% of the workforce in a pay period had significant time clock wait time delays (9,165 total pay periods × $100 penalty). This is a high-risk theory of recovery.
- Failure to provide meal periods: Meal period violations are alleged to have occurred as part of the time clock wait time delay theory. The plausible exposure is estimated to be $229,125.00, estimating that 25% of the workforce in a pay period had significant time clock wait time delays (9,165 total pay periods × $100 penalty). This is a high-risk theory of recovery. Meal period compliance, on the face of the records, was very high.
- Failure to provide rest breaks: It was alleged that, while the written rest break policy was compliant, employees were told that they could not leave the premises. It was also alleged that third rest breaks were not provided. These contentions were heavily disputed, and, given the high rate of compliance with meal period requirements, it would be unexpected to find an employer disregarding this legal obligation while carefully complying with another. Given the absence of any record to establish missed rest breaks and the need to rely heavily on PAGA Settlement Member testimony, it is estimated that this claim could support, at best, an exposure of $91,650.00 (9,165 total pay periods × $100 penalty × 20% violation rate).
- Unreimbursed business expenses: Plaintiff alleged that employees were required to purchase their own safety vests. If true, it would still not apply to all employees. Based on an estimated scope of impact of 25% of the workforce, and based on a violation that would likely occur only once per affected employee, this results in a maximum exposure of $10,375.00 (415 total employees × 0.25 × $100 penalty). Defendants contend that business expenses were incurred, employees were reimbursed.
- Failure to timely pay final wages: It is estimated that the maximum exposure for this claim is $33,600 (336 former employees × $100 penalty).

- Failure to furnish accurate itemized wage statements: It is estimated that the maximum exposure for this claim is $684,375.00 (9,125 total pay periods × 30% impact rate × $250 penalty). This claim is based, first, on the unpaid wage claims, with an assumed increase of impacted pay periods to account for non-overlapping meal period violation pay periods, which makes it entirely derivative as to either violation. Thus the $250 penalty may not be recoverable due to the "stacking" of penalties for the same underlying theory of recovery.

22. The PAGA Penalties, pursuant to PAGA and the terms of the Agreement, will be allocated to the LWDA and all PAGA Settlement Members, with seventy-five percent allocated to the former and twenty-five percent allocated to the latter.

23. The PAGA Penalty Amount (as that term is defined in the Motion), which is estimated to be **$114,722.96**[2], provides genuine and meaningful relief to the LWDA and all alleged PAGA Settlement Members consistent with the dual-purpose of PAGA because it both redresses the alleged Labor Code violations and deters Defendants from violating the Labor Code in the future, in light of the long-term, costly process required to litigate, mediate, and ultimately settle the Action. For these reasons, the PAGA Penalties amount to genuine and meaningful relief consistent with the underlying purpose of PAGA.

24. The PAGA Penalties are also reasonable in light of the potential verdict value of all claims released. Indeed, the Agreement contains a release of all PAGA claims that arise or could arise from the facts underlying the operative Complaint and PAGA Notice, including those related to unpaid wages, including minimum wages, overtime compensation, meal period premiums, rest break premiums and unreimbursed business expenses. These claims served as the basis of the alleged PAGA Settlement Members' PAGA claims.

25. Further reflected in the PAGA Penalties is the potential risks in continuing to litigate the Action, including, but not limited to, the risk of not prevailing at trial, and the risk that, even if Plaintiff prevailed, the PAGA damages would be limited due to the largely discretionary nature of PAGA civil penalties; Defendants' defenses; and the fact that the ultimate purpose of the Action is and has been to

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[2] The PAGA Penalty Amount equals the Settlement Amount ($217,500.00) less the PAGA Counsel's fee request ($72,500.00), PAGA Counsel's cost request ($21,827.04), the Administrator's fee ($5,950.00), and the requested enhancement ($2,500.00).

obtain genuine and meaningful relief for the LWDA and PAGA Settlement Members.

THE EXPERIENCE OF COUNSEL

26. Moon Law Group, PC (former named Moon & Yang, APC), has been engaged in the practice of employment and labor law for almost a decade and presently focuses exclusively on plaintiffs' employment law. The firm and its lawyers have handled many hundreds of wage-related class actions between them. The firm and its lawyers have successfully settled more than 400 class action matters during that time span. The firm and its lawyers have also tried both bench and jury trials (representing both plaintiffs and defendants) relating to employment matters. Moon Law Group, PC, is routinely appointed lead or co-lead class counsel (or counsel for representative plaintiffs in FLSA representative actions) in federal and state courts in California and elsewhere, by way of motion for class certification or motion for settlement approval. I personally participated in the litigation of more than 500 class actions since 1999, and more than 90 percent of those cases were wage and hour matters. While I have not maintained a comprehensive list, I have been appointed as lead or co-lead counsel in many hundreds of class actions.

27. Mr. Kane Moon received a B.A. in History in 1998 from UCLA. He received his J.D. from Loyola Marymount Law School in 2006. He became an Active Member of the State Bar of California in June 2007 and has been an Active Member in good standing continuously since then. He has been selected to Super Lawyers for 2020-2024.

28. Mr. Moon co-founded Moon & Yang, APC, now Moon Law Group, PC, in March 2010. Since that time, Mr. Moon built his practice to have an emphasis on employment and related civil litigation cases. In fact, the practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. Moon Law Group, PC is presently class counsel for many dozens of other putative wage-and-hour class and representative action lawsuits pending in various state and federal jurisdictions throughout California. Moon Law Group, PC has also successfully settled hundreds of wage-and-hour cases; tried both bench and jury trials in employment-related matters, representing both plaintiffs and defendants; and been appointed lead or co-lead class counsel in numerous federal and state courts in California. The following is a list of some

of the firm's class action settlements that have received preliminary and final approval: *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 20,2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 (class size approx. 2,650; lead counsel) (In approving my $650 hourly rate, the Court found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators. Other courts have approved the attorneys' current rates for the Moon & Yang, APC attorneys." (*Id*. at *10.); *Sison v. Cha Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx. 1,000; lead counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500; co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc*., LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc*., LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc*., LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.,* LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc*., LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 ($750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel). Mr. Moon's experience is and has been invaluable in assessing the reasonableness of settlements such as the one at issue here.

29. Sandy Pham is an associate at Moon Law Group, PC. Ms. Pham's practice is focused on labor and employment class action lawsuits involving various violations of California and federal labor laws. Ms. Pham's billing rate is $600 per hour. Ms. Pham received her law degree from the Southwestern School of Law. Ms. Pham was admitted to the California bar in December 2023.

30. I received my undergraduate degree from Occidental College. Graduating cum laude, I majored in economics and received a "minor" emphasis in mathematics. Along with my study of economics and mathematics, I also had an emphasis in physics. This combination of scientific and economic education has been of assistance during my litigation of complex civil actions. I received my Juris Doctor degree from the University of Southern California Law Center.

31. My experience relevant to class action litigation includes the following:

(a) I have been involved in the litigation of class actions since 1997, working as a law clerk on a number of class action matters. Since 1999, I have participated as an attorney in the litigation of hundreds of class actions, in California Superior Courts and in federal courts in California, Illinois, and Louisiana. I emphasized litigation of wage and hour class actions beginning in 2005, but I have focused on complex litigation of different types at all times since 1999.

(b) Dating back to 1999, some of the earliest cases in which I contributed to my then-firm's efforts as co-lead/liaison counsel include:

i. *In re Paradise Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC130375; and,

ii. *In re Lincoln Memorial Park Litigation*, Los Angeles Superior Court Lead Case No. BC133643.

(c) I have litigated contested class certification motions multiple times, prevailing on many. Examples include the following:

1) In 2025, I certified a variety of wage and hour claims against Sun Valley Group, in the matter of *Duran v. Sun Valley Group*.

2) In 2023, I certified a rest break claim against SMS Transportation, in the matter of *Beard v. SMS Transportation*. Rest break claims are notably difficult to certify.

3) In 2023, I certified a regular rate claim against Downtown Women's Center, in the matter of *Evans v. Downtown Women's Center*.

4) In 2018, I certified wage and hour claims against Home Depot, in the matter of *Utne v. Home Depot*, in the United Stated District Court, Northern District of California. The contested certification resulted in a certified class of roughly 140,000 individuals.

5) In 2019, I certified a Fair Credit Reporting Act claim related to employment background checks against Wal-Mart Stores, Inc., in the matter of *Pitre v. Wal-Mart Stores, Inc*., in the United Stated District Court, Central District of California. The contested certification resulted in a certified class of over 5,000,000 individuals.

6) In 2018, I fully briefed a contested class certification motion in the matter of *Harelson v. U.S. Aviation*, in the United Stated District Court, Northern District of California. After certification was fully briefed, the matter successfully settled.

7) In 2013, I certified an investment fraud suit, in the matter of *Larsen v. Coldwell Banker*, in the United Stated District Court, Central District of California.

8) In 2012, I fully briefed a contested class certification motion, in the wage and hour matter of *Gillings v. Time Warner*, in the United Stated District Court, Central District of California. In that matter, summary judgment was granted against my clients and the certification motion was deemed moot. I appealed to the Ninth Circuit and obtained a reversal of the District Court's decision. Upon remand, the matter settled.

9) In approximately 2011, I fully briefed a contested class certification motion, in the wage and hour matter of *Gomez v. Lincare, Inc*., in the Superior Court of California, County of Orange. Certification was denied. The result was appealed, and a partial reversal was obtained.

10) In approximately 2008, I fully briefed a contested class certification motion, in the wage and hour matter of *Ghazaryan v. Diva Limousine, LTD.*, Superior Court of California, County of Los Angeles. Certification was denied. I appealed, handling all briefing, and, in *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal.App.4th 1524 (2009), pet. for rev. denied, I obtained a decision directing the trial court to certify the class. *Ghazaryan* is now widely cited, including by the California Supreme Court, as a comprehensive source for the standards applied to certification motions in California.

11) In approximately 2006, I fully briefed a contested class certification motion, in the wage and hour matter of *Laliberte v. Pacific Mercantile Bank*, Superior Court of California, County of Orange. Certification was denied. I appealed, handling all briefing. The published opinion of *Laliberte v. Pacific Mercantile Bank*, 147 Cal.App.4th 1 (2007), rev. denied, pet. for cert. den. resulted, and I petitioned for a Writ of Certiorari related to certification due process issues.

12) In approximately 2008, I assisted with briefing of a contested class certification motion, in the wage and hour matter, against the Automobile Club of Southern California (AAA). A class was certified and the matter tried.

(d) I have prosecuted appeals in more than 20 class action matters alone, arguing before the United States Court of Appeals for the Ninth Circuit Court and several of California's Courts of Appeal. I have taken several appeals through to Petitions for Writs of Certiorari to the United States Supreme Court. In connection with the appeals I have handled, I have participated in appeals resulting in decisions concerning or relating to class actions or wage and hour issues. Among others, those include:

1) *Camp v. Home Depot, U.S.A., Inc.*, 84 Cal. App. 5th 638 (October 24,

2022), *rev. granted* (February 1, 2023);

2) *Donohue v. AMN Services, Inc*., (February 25, 2021) (amicus counsel)

3) *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. Jan. 29, 2019), pet. for rehearing and pet. for *en banc* rehearing den.;

4) *Troester v. Starbucks Corporation*, 5 Cal. 5th 829 (2018), *as modified on denial of reh'g* (Aug. 29, 2018);

5) *Gillings v. Time Warner Cable LLC*, 583 Fed.Appx. 712 (9th Cir. 2014);

6) *Ghazaryan v. Diva Limousine, LTD.*, 169 Cal. App. 4th 1524 (2009), pet. for rev. denied;

7) *Laliberte v. Pacific Mercantile Bank*, 147 Cal. App. 4th 1 (2007), rev. denied, pet. for cert. denied;

8) *Alvarez v. May Dept. Stores Co*., 143 Cal. App. 4th 1223 (2006), rev. denied, pet. for cert. denied;

9) *Johnson v. Glaxosmithkline, Inc*., 166 Cal. App. 4th 1497 (2008), rev. denied;

10) *Howard, et al. v. America Online, Inc.,* 208 F.3d 741 (9th Cir. 2000), pet. for cert. denied;

11) *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011) (amicus counsel);

12) *D. R. Horton, Inc. and Michael Cuda*, Case 12–CA–25764, 357 NLRB No. 184 (January 3, 2012) (amicus counsel). This NLRB matter is of particular note, as it is at the center of a dispute regarding the interplay between the Federal Arbitration Act (FAA) and two labor relations laws, the National Labor Relations Act (NLRA) and Norris-LaGuardia Act. Cases highlighting that issue have been accepted by the United States Supreme Court.

(e) I was the lead appellate author in a matter before the California Supreme Court that generated substantial interest in the field of wage and hour litigation. That matter, *Troester v. Starbucks Corporation*, resolved a significant issue of whether, under California law, a *de minimis* defense exists to the employer's obligation to pay all wages for all compensable time worked by an employee.

(f) I was the lead appellate counsel in a matter before the California Court of Appeal (Sixth Appellate District) that generated substantial interest in the field of wage and hour litigation. That matter, *Camp v. Home Depot, U.S.A., Inc.*, held that prior jurisprudence erroneously concluded that, under California law, underpayment of wages as a result of rounding of time clock punches is lawful so long as the rounding was neutral on its face and as applied. *Camp* is now pending before the California Supreme Court but remains citable as authority pursuant to an Order of the California Supreme Court.

(g) In addition to my work on complex litigation matters and class actions, I have authored published articles and columns on issues related to class actions and other litigation issues, including:

1) H. Scott Leviant, *Unintended Consequences*, 6 U.C. Davis Bus. L.J. 18 (2006), at http://blj.ucdavis.edu/article.asp?id=636 (May 1, 2006);

2) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Where Troester Stops Not Even Troester Knows*, DAILY JOURNAL (Los Angeles), July 2, 2019;

3) H. Scott Leviant and Lilit Ter-Astvatsatryan, *Unaccounted Time: Reading the Tea Leaves of Troester*, DAILY JOURNAL (Los Angeles), September 12, 2018;

4) Dennis F. Moss and H. Scott Leviant, *Class Actions: One step forward after two steps back*, DAILY JOURNAL (Los Angeles), January 11, 2012;

5) H. Scott Leviant, *Arbitration: A Look Back, a Look Ahead*, DAILY JOURNAL (Los Angeles), December 28, 2010;

6) H. Scott Leviant, *Witnesses Cannot Hide*, Daily Journal (Los Angeles), April 21, 2010;

7) H. Scott Leviant, *Divide and Conquer: The New Paradigm of Class

Action Defense?, FORUM, January/February 2009

8) H. Scott Leviant, *Class Action Appellate Report*, FORUM, 2009-2010 (Ongoing series);

9) H. Scott Leviant & Linh Hua, *Legislature Using Purse Strings to Bind Judiciary*, Daily Journal (San Francisco), March 15, 2010;

10) H. Scott Leviant, *Wrongfully Recused?*, DAILY JOURNAL (Los Angeles), December 2, 2009;

11) H. Scott Leviant, *Cutting Class*, DAILY JOURNAL (Los Angeles), April 15, 2008;

12) H. Scott Leviant, *Leveling The Playing Field*, DAILY JOURNAL (Los Angeles), May 4, 2007;

13) H. Scott Leviant, *A Bad Meal Deal: 'Brinker' Gets the Incentive Question Wrong*, DAILY JOURNAL (Los Angeles), August 6, 2008;

14) H. Scott Leviant & Jason E. Barsanti, *Maximize Recovery in Unpaid Wage Cases*, FORUM, January/February 2008;

15) H. Scott Leviant, et al., *Electronic Evidence: No Longer an Optional Element in a Comprehensive Litigation Plan*, ADVOCATE, April 2006;

16) H. Scott Leviant*, Improving Rule 12(b)(6) survival odds: Some considerations for effective RICO pleading*, CIVIL RICO REPORT, Volume 15, Number 22, April 26, 2000 (LRP Publications).

(h) In addition to publications in industry newspapers, periodicals and journals, I am the Supervising Editor, primary author and founder of the legal blog The Complex Litigator (http://www.thecomplexlitigator.com). The Complex Litigator reports and comments on news and topics relevant to class action and complex litigation practice, with a primary emphasis on wage and hour litigation issues. Through my blog, I have also, on occasion, published podcasts of round table discussions with preeminent members of the wage and hour practice bar on both the plaintiff and defense sides. My blog has been cited to the California Supreme Court in at least one Petition for Review. The Complex Litigator has been in existence since 2008, having outlasted many other legal blogs, and it has a unique readership that numbers in the tens of thousands.

(i) I have also lectured on issues related to class actions and complex litigation, including the following educational seminars:

1) *Strategies for Settlement of Individual and Wage & Hour Class Actions*, Bridgeport's Eighth Annual Wage & Hour Litigation Conference (December 16, 2011)

2) *The Year in Review – Staying Abreast of Current Cases*, Consumer Attorneys of San Diego Class Action Symposium (October 14, 2011)

3) *Concepcion v. AT&T and Derivative Wage & Hour Claims*, Bridgeport's Mid Year Wage & Hour Litigation Conference (June 3, 2011)

4) *Advanced Principles: UCL Remedies and Defenses*, 20th Annual Golden State Antitrust and Unfair Competition Law Institute (October 21, 2010)

5) *Refining Your Wage and Hour Practice*, 2010 CELA Annual Conference (October 2, 2010)

6) *Word v. WordPerfect Software, Tips, Tools and Tricks*: Legal Technology for Plaintiffs Employment Lawyers (September 30, 2010)

7) *California's 17200 -- Its Use and Abuse*, Federalist Society (May 19, 2010)

8) *20 Tips for Successful Navigation of e-Discovery Requirements*, Los Angeles County Bar Association's Thirtieth Annual Labor and Employment Law Symposium (March 31, 2010)

9) *Social Networking for Lawyers*: A Roadmap to Success, Los Angeles County Bar Association's 2nd Annual two-day 2009 Small Firm and Solo Practitioners Conference: MISSION POSSIBLE (June 25, 2009)

10) *A Seminar Overview of the Current State of Employment Law*, The Westchester/LAX/Marina Del Rey Chamber of Commerce (February 23,

2006)

(j) I served three consecutive years as an elected member of the Board of Governors of the Consumer Attorneys of California. In that capacity, I worked to preserve the right of California's consumers and employees to bring proposed class actions. For example, I provided assistance to CAOC in its successful effort to defeat AB 298, which would have substantially impaired the ability of plaintiffs to prosecute class actions in California. More recently, on behalf of CAOC, I co-authored several requests for publication of unpublished class action decisions, including one such request in *Jaimez v. Daiohs USA, Inc*., 181 Cal. App. 4th 1286 (2010), and authored amicus briefs for CAOC in the Eighth Circuit matter entitled *Avritt v. Reliastar Life. Ins. Co*., Case No. 09-2843, the California Supreme Court matter entitled *Californians for Disability Rights v. Mervyn's, LLC*, 39 Cal. 4th 223 (2006), and the California Court of Appeal matter entitled *Brown v. Ralphs Grocery Company*, 197 Cal. App. 4th 489 (2011).

32. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates:

(a) In the December 8, 2008 article "Billable Hours Aren't the Only Game in Town Anymore," *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard Mullin Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I have frequently opposed when litigating wage-and-hour class actions: Partners: $475-$795; Associates: 1st Year - $275, 2nd Year - $310, 3rd Year - $335, 4th Year - $365, 5th Year - $390, 6th Year - $415, 7th Year - $435, 8th Year - $455.

(b) In 2009 I was retained as appellate counsel in the appeal of a denial of class certification. For the specialized work on that appeal, I charged an hourly rate of $650.00 per hour, a rate the hiring co-counsel accepted.

(c) In the wage and hour class action *Savaglio, et al, v. WalMart*, Alameda County

Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, the Court approved hourly rates from $435 per hour for four years of experience to $875 per hour for 51 years of experience.

(d) The 2024-25 Adjusted Laffey Matrix states that an attorney with 20 or more years experience can reasonably charge $1,141 per hour. http://www.laffeymatrix.com/see.html.[3] That rate is derived from the Washington, D.C. area and requires a costs of living evaluation for use in Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in Los Angeles, compared to Washington, D.C., indicating a 4.9% downward adjustment to the Laffey Matrix may be appropriate. https://www.bls.gov/oes/current/oes231011.htm.[4] However, using federal employee pay tables, federal employee wages are equal when Los Angeles is compared to Washington, D.C., indicating no adjustment to the Laffey Matrix is appropriate. https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/general-schedule/.[5] And, using Schedule 9 of 5 U.S.C. § 5332, there is a 3% differential favoring Los Angeles. Thus, something in the range of a 4.4% locality reduction to a 3.0% locality increase appears appropriate here. Thus, applying an adjustment factor of 0.0%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 or more years of experience is $1,141. The complete Adjusted Laffey Matrix is set forth below.

(e) The full 2024-2025 Adjusted Laffey Matrix provides for the following hourly rates for paralegal/law clerks and attorneys falling into various ranges of years of experience:

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[3] Last viewed October 15, 2024.

[4] Last viewed January 30, 2024.

[5] Last viewed January 30, 2024.

Year	Adj. Factor**	Paralegal Clerk	1-3	4-7	8-10	11-19	20+
6/01/24-5/31/25	1.080182	$258	$473	$581	$839	$948	$1141

(f) I have been selected to Super Lawyers from 2012-2025, achieving that professional recognition for more than a decade. I was selected for the Rising Stars edition of Super Lawyers in 2009.

(g) Based upon my practice area, geographic market, experience, including all of the above information, reputation, and generally accepted hourly rates, my current, regular hourly billing rate is now $975.00, which is well below the presumptively appropriate hourly rate of $1,141 for attorneys with 20 or more years of experience.

REASONABLENESS OF THE REQUESTED FEE AWARD

33. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Moon Law Group, PC, paid filing fees, copy charges, Westlaw fees, and mailing, telephone and express mail charges. There was never a guarantee that Moon Law Group, PC, would recoup those expenditures. The firm took on this case, which necessarily required the firm to forego other opportunities, given finite resources to devote to cases.

34. Because of the uncertainty of the outcome in this and other wage and hour litigation undertaken by Moon Law Group, PC, we took this case with the expectation that a risk enhancement, either in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be available if we prevailed. This expectation stems from the fact that many cases we undertake as putative class actions do not resolve successfully.

35. Counsel's experience in employment class actions and PAGA cases was integral in evaluating strengths and weaknesses of the case against Defendants and the reasonableness of the settlement. Practice in the narrow fields of wage and hour litigation requires skill and knowledge

concerning the rapidly evolving substantive law (state and federal), as well as the procedural law of class action and PAGA action litigation.

36. In the past 5 years, Moon Law Group, PC, has settled many dozens of wage & hour class and PAGA actions. Just as the Court in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been the experience at Moon Law Group, PC, that attorney fee awards of one-third of a common settlement fund are the rule, rather than the exception. Here, Class Counsel agrees that they will seek no more than one third of the settlement amount in fees. This is consistent with common practice, consistent with Ninth Circuit practice, consistent with California law approving the percentage of the fund method to award fees from a common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in light of the many hours expended by attorneys and paralegals performing work for Plaintiff before and after the filing of this matter. That work includes:

(a) Numerous interviews with Plaintiff and review of documents provided by Plaintiff;

(b) Legal research and investigation regarding the Defendants' practices;

(c) Preparation of multiple drafts of the original complaint and finalization and filing of the original complaint;

(d) Preparation of multiple drafts of the subsequent complaints and finalization and filing of the subsequent complaints;

(e) Review of documents and data produced by Defendants;

(f) Analysis of the audit results and preparation of a damages model for informal settlement negotiations at mediation;

(g) Drafting of Plaintiff's mediation statement;

(h) Attendance at mediation;

(i) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments; and

(j) Preparation of the motion for settlement approval.

37. The actual lodestar incurred by Plaintiff's counsel is approximately **$115,240.00** to date, based on the firm's contemporaneous time recording software, and I did not bill for a significant amount of time related to numerous other short activities. The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Kane Moon	28.7	$950	$27,265.00
H. Scott Leviant	63.4	$975	$61,815.00
Sandy Pham	43.6	$600	$26,160.00
	141.2	**Total:**	**$115,240.00**

That lodestar would be higher if I included the estimated time that I did not include in by billing entries. The bottom line is that attorneys for Plaintiff invested substantial amounts of time pursuing informal discovery and evaluating data before and after the settlement negotiations in this matter. Those efforts led to this settlement.

38. I also anticipate that we will spend an additional 5 hours on this matter, appearing at the hearing of this Motion, working with the administrator to process the Settlement, and preparing final accounting filings after distribution of the Settlement. That addition lodestar is not included in the above summary of time spent to date.

39. Our fee request is **$72,500.00** which is one-third of the Gross Settlement Amount, as specified in the Settlement Agreement. As we are requesting a fee of **$72,500.00**, this represents a "negative" multiplier (a multiplier less than 1.0) of 0.63. Multipliers between two and four are common and regularly approved on a lodestar crosscheck. Therefore, Plaintiff's Counsel requests an award of fees of **$72,500.00**.

40. The Agreement also provides for the award of actual costs. Plaintiff's actual, out-of-pocket costs in taking on representation in this Lawsuit on a contingency basis will be approximately **$21,827.04** as set forth in **"Exhibit 2."** The costs are capped under the Settlement at $25,000.00, and the costs incurred are below the cap. Therefore, Plaintiff requests an award of **$21,827.04**.

THE THIRD-PARTY ADMINISTRATOR

41. The parties have agreed that administration will be handled by a third-party administrator. In counsel's experience as class counsel in similar wage-and-hour actions with a similar number of

employees, Phoenix Settlement Administrators. is fully capable of administering the Settlement at a competitive and reasonable cost and should be approved by the Court to administer the Settlement notice process. Administration will cost **$5,950.00**. *See* concurrently filed Declaration of Jodey Lawrence.

EXHIBITS

42. As noted above, a true and correct copy of the PAGA SETTLEMENT AGREEMENT is attached hereto as **"Exhibit 1."**

43. Attached hereto as **"Exhibit 2"** is a true and correct copy of Plaintiff's Counsel's current costs for this matter.

44. Attached hereto as **"Exhibit 3"** is a true and correct copy of confirmation of the submission of the PAGA SETTLEMENT AGREEMENT to the LWDA.

NOTICE WAS PROVIDED TO THE LWDA

45. A copy of the PAGA SETTLEMENT AGREEMENT was submitted to the LWDA prior to the filing of this motion. That submission is attached hereto as **"Exhibit 3."**

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this August 1, 2025, at Los Angeles, California.

H. S. Leviant

H. Scott Leviant, Esq. "Declarant"

Exhibit “1”

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
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Attorneys for Plaintiff, Kirver Villegas

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 [*Assigned for All Purposes to the Hon. Elihu M. Berle, Dept. 6*] **PAGA SETTLEMENT AGREEMENT** Complaint filed: March 5, 2024 Trial date: Not set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Kirver Villegas ("Plaintiff"), defendant Genesis Logistics Inc. ("Defendant Genesis"), and defendant Staffmark Investment LLC ("Defendant Staffmark"). Defendant Genesis and Defendant Staffmark are referred to collectively as "Defendants." The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned Villegas v. Genesis Logistics, Inc, et al., initiated on March 5, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 24STCV05560.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

1.4. "Aggrieved Employee(s)" means 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.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement Agreement.

1.8. "Court" means the Superior Court of California, County of Los Angeles.

1.9. "Defendants" mean Genesis Logistics, Inc. and Staffmark Investment, LLC, the named defendants in the Action.

1.10. "Defense Counsel" means (1) Fisher & Phillips LLP, the attorneys representing Defendant Genesis, and (2) Atkinson, Andelson, Loya, Ruud & Romo, the attorneys representing Defendant Staffmark in the Action.

1.11. "Effective Date" means the date the Court's order approving the settlement and judgment thereon ("Judgment") becomes final. The Court's Judgment "becomes final" upon the later of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (i.e., sixty (60) calendar days after notice of entry of the Court's Judgment); (ii) if an appeal is filed, the date affirmance of an appeal of the Judgment becomes final; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.12. "Gross Settlement Amount" means $217,500.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Fee, and the Administrator's Expenses.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Order granting Approval of the Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.17. "Net Settlement Amount" constitutes the amount available from the Gross Settlement Amount to distribute as PAGA Penalties. The Net Settlement Amount is equal to the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Enhancement Fee, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and to the Aggrieved Employees as Individual PAGA Payments.

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.19. "PAGA Approval Motion" means any motion filed with the Court that seeks approval of this Settlement.

1.20. "PAGA Counsel" means Moon Law Group, PC, the attorneys representing Plaintiff in the Action.

1.21. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee, employed by Defendant Staffmark and placed with Defendant Genesis for at least one day during the PAGA Period.

1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's original letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a). The PAGA Notice is attached here as **Exhibit A**.

1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved and 75% to the LWDA in settlement of PAGA claims.

1.25. "PAGA Period" means the period from March 5, 2023, to May 2, 2025, or until entry of the Approval Order, whichever is sooner.

1.26. "Plaintiff" means Kirver Villegas, the named plaintiff in the Action.

1.27. "Plaintiff Enhancement Fee" means the payment in the amount of up to $2,500.00 to Plaintiff, Kirver Villegas, for initiating the Action and providing services in support of the Action.

1.28. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.29. "Released Parties" means Defendants, and specifically includes Staffmark Investment LLC, Staffmark Group, LLC, Advantage Technical Resourcing, Inc., Advantage Human Resourcing, Genesis Logistics Inc., and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, attorneys, and any individual or entity that could be jointly liable with Defendants.

1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. <u>RECITALS.</u>

2.1. On March 5, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to indemnify necessary business expenses; failure to timely pay final wages at termination; failure to provide accurate itemized wage statements; and unfair business practices. On May 9, 2024, Plaintiff filed a First Amended Complaint alleging causes of action against Defendants for civil penalties under the Private Attorneys General Act of 2004 ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") On August 6, 2024, through the Parties' stipulation and

Order of the Court, the class claims were dismissed without prejudice against Defendants and the putative class, leaving only Plaintiff's individual Labor Code claims for damages and the single cause of action under the PAGA for civil penalties as set forth in the Operative Complaint. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.

//

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. On April 2, 2025, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll data, policy documents, and the number of aggrieved employees and pay periods at issue.

2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. <u>MONETARY TERMS.</u>

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendants promises to pay $217,500.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the PAGA Approval:

3.2.1. To Plaintiff: Plaintiff's Enhancement Fee to the Plaintiff of not more than $2,500.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee), as approved by the Court. Defendants will not oppose Plaintiff's request for an Enhancement Fee that does not exceed this amount. Plaintiff's Enhancement Fee will be reported using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on the Plaintiff's Enhancement Fee.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $72,500.00, subject to the escalator clause, and a PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. The amounts paid as the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are both subject to Court approval. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for any taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. PAGA Counsel holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $8,000.00, except for a showing of good cause and as approved by the Court.

Phoenix Settlement Administrators was selected by the Parties, based on its not-to-exceed bid of $5,950.00 for administration services.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the estimated amount of at least $109,500.00 to be paid from the Gross Settlement Amount, with 75% (estimated to be no less than $82,125.00) allocated to the LWDA PAGA Payment and 25% (estimated to be no less than $27,375.00) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. To the extent required by law, Individual PAGA Payments will be reported for tax purposes using IRS form 1099. Tax forms, if required, will be issued by the Administrator.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.2. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Fee, the Administration Expenses Payment, the PAGA Counsel Fee Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of Plaintiff's Enhancement Fee, the PAGA Counsel Fee Payment, and the PAGA Counsel

Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.2.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Included with each check will be a one-page letter describing the nature of the Individual PAGA Payment. A copy of that letter is attached hereto as **Exhibit B**. The letter may be modified as directed by the Court without requiring any amendment of this Settlement, and the original Exhibit B shall be removed from the Settlement and replaced with any revised version of the letter.

4.2.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.2.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash the check.

4.2.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. <u>RELEASES OF CLAIMS.</u>

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

5.1. <u>Plaintiff's Release</u>: Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, 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 this 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 limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts and circumstances alleged in the Action. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Plaintiff's employment with Defendants. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Released PAGA Claims: Through execution of this Agreement, the Released PAGA Claims will include all PAGA claims and civil penalties, as alleged in the Action and/or Plaintiff's PAGA Notice or that could have been asserted in the Action or the PAGA Notice based on the facts alleged, arising from or related to the following claims against Defendants: for meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages, sick pay; vacation pay, meal and rest break premiums; wage statement violations; untimely wages during employment and wages due upon termination; failure to reimburse necessary business expenses; and including the Labor Code Sections 201-204, 210, 226, 227.3, 510, 558, 1174, 1174.5, 1194, 1197.1, 1198, 2802; and applicable wage orders ("PAGA Released Claims."). The release shall apply to Plaintiff, the Aggrieved Employees, the LWDA, and the State of California during the PAGA Period. The Aggrieved Employees are only releasing their claims under Labor Code 2698, *et. seq*. and are not releasing any other claims. The PAGA Notice is attached here as **Exhibit A**.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff shall file a PAGA Approval Motion.

6.1. Responsibilities of PAGA Counsel.

6.1.1. Drafting of the PAGA Approval Motion. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.1.2. Filing the PAGA Approval Motion. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

6.1.3. Delivery of the Approval Order to the Administrator. PAGA Counsel is responsible for delivering the Approval Order to the Administrator.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the PAGA Approval Motion of this Settlement or conditions its approval on any material change to this Agreement, PAGA

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Aggrieved Employee Data. Within fourteen (14) calendar days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

7.5. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or as otherwise required by an order of the Court or operation of law.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant Staffmark estimates that there are approximately 415 Aggrieved Employees who worked 9,165 Pay Periods during the PAGA Period. If the number of Pay Periods during the PAGA Period exceeds 9,165 by more than ten percent (*i.e.*, if the Pay Periods exceed the estimate by more than 917 Pay Periods), then Defendants have two options.

8.1. Option One: Increase the Gross Settlement Amount. Defendants may elect to increase the Gross Settlement Amount proportionally by the Pay Periods in excess of 10,082 Pay Periods (for example, if the Pay Periods are 11% higher than the estimate of 9,165, then the Gross Settlement Amont amount will increase by 1%).

8.2. Option Two: Truncate the PAGA Period. Defendants may elect to shorten the PAGA Period so that the Pay Periods in the PAGA Period do not exceed 10,082 Pay Periods.

8.3. Deadline to Confirm Pay Period Count and Make Any Election Regarding Options. Defendants must confirm the actual Pay Period count no later than thirty (30) days after this Agreement is fully executed by all Parties. In the event that the number of Pay Periods exceeds 10,082 Pay Periods, Defendant must specify no later than thirty days (30) days after this Agreement is fully executed by all Parties, whether the Gross Settlement Amount will be increased proportionally by the Pay Periods in excess of 10,082 Pay Periods (Option One) or the PAGA Period will be truncated to an end date when Pay Periods were equal to or less than 10,082 (Option Two). If Defendants do not make an election within thirty (30) days after this Agreement is fully executed by all Parties, then Option One will be implemented, and the Gross Settlement Amount will be increased proportionally by the Pay Periods in excess of 10,082 Pay Periods.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court, except where this Agreement expressly permits modifications to **Exhibit B** without further amendment of this Agreement.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the Administrator discharges its obligation to pay out all

Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.
MOON LAW GROUP, PC
725 South Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

To Defendant Genesis:

Boris Sorsher, Esq.
Kristina Noel A. Buan, Esq.
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614
E-mail: bsorsher@fisherphillips.com
E-mail: kbuan@fisherphillips.com

To Defendant Staffmark:

Susan M. Steward, Esq.
Joshua N. Lange, Esq.
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
12800 Center Court Drive, Suite 300
Cerritos, California 90703
E-mail: ssteward@aalrr.com
E-mail: joshua.lange@aalrr.com

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, that pursuant to Code of Civil Procedure § 583.330 they stipulate to extend the date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this settlement process.

Plaintiff: **PLAINTIFF, KIRVER VILLEGAS**

Dated: 7/11/2025 By: DocuSigned by: Kirver Villegas 431DE8ACFA9841F...

Kirver Villegas

Defendant: **DEFENDANT, GENESIS LOGISTICS INC.**

Dated: 7/3/2025 By: Andrew Etter

Print Name

Signature

Associate General Counsel

Title

Defendant: **DEFENDANT, STAFFMARK INVESTMENT, LLC**

Dated: ____________ By: ____________

Print Name

____

Signature

____

Title

Plaintiff: **PLAINTIFF, KIRVER VILLEGAS**

Dated: ____________________ By: ____

Kirver Villegas

Defendant: **DEFENDANT, GENESIS LOGISTICS INC.**

Dated: ____________________ By: ____

Print Name

____

Signature

____

Title

Defendant: **DEFENDANT, STAFFMARK INVESTMENT, LLC**

Dated: Jun 16, 2025 By: Suzanne Perry

Print Name

Suzanne Perry

Suzanne Perry (Jun 16, 2025 18:08 EDT)

Signature

CPO

Title

PAGA Counsel: **MOON LAW GROUP, PC**

Dated: July 11, 2025 By: ____________________

Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.

Attorneys for Plaintiff, Kirver Villegas

Defendant Genesis' Counsel: **FISHER & PHILLIPS LLP**

Dated: 07-03-2025 By: ____________________

Boris Sorsher, Esq.
Kristina Noel A. Buan, Esq.

Attorneys for Defendant, Genesis Logistics, Inc.

Defendant Staffmark's Counsel: **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

Dated: ____________________ By: ____________________

Susan M. Steward, Esq.
Joshua N. Lange, Esq.

Attorneys for Defendant, Staffmark Investment LLC

PAGA Counsel: **MOON LAW GROUP, PC**

Dated: ____________________ By: ____

Kane Moon, Esq.
H. Scott Leviant, Esq.
Sandy Pham, Esq.

Attorneys for Plaintiff, Kirver Villegas

Defendant Genesis' Counsel: **FISHER & PHILLIPS LLP**

Dated: ____________________ By: ____

Boris Sorsher, Esq.
Kristina Noel A. Buan, Esq.

Attorneys for Defendant, Genesis Logistics, Inc.

Defendant Staffmark's Counsel: **ATKINSON, ANDELSON, LOYA, RUUD & ROMO**

Dated: July 1, 2025 By: ____

Susan M. Steward, Esq.
Joshua N. Lange, Esq.

Attorneys for Defendant, Staffmark Investment LLC

EXHIBIT A

MOON LAW GROUP, PC
ATTORNEYS AT LAW
WWW.MOONYANGLAW.COM

1055 W. SEVENTH ST., SUITE 1880
LOS ANGELES, CALIFORNIA 90017
TELEPHONE: (213) 232-3128
FACSIMILE: (213) 232-3125

Kane Moon, Esq.
kmoon@moonlawgroup.com

March 5, 2024

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Genesis Logistics, Inc.
360 Westar Blvd.
Westerville, OH 43082

VIA CERTIFIED MAIL
Staffmark Investment, LLC
191 Rosa Parks Street, 10th Floor
Cincinnati, OH 45202

Notice of Labor Code Violations and PAGA Penalties

Re: ***Kirver Villegas v. Genesis Logistics, Inc., and Staffmark Investment, LLC***

To Whom It May Concern:

Please be advised that my office has been retained by Kirver Villegas ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Genesis Logistics, Inc. and Staffmark Investment, LLC (collectively referred herein as "Defendants"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiff and all of Defendants' aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendants as a loader from approximately June 19, 2022 to March 9, 2023, primarily in Los Angeles County. Defendants classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendants, Plaintiff typically worked at least 5 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Class for all hours worked, including all overtime wages. Plaintiff and the Class were required to work "off the clock" and uncompensated. For example, Plaintiff and the Class were sometimes required to wait until the time clocks were available in order to log into work, and when returning from meal breaks. Also throughout the statutory period, Plaintiff and the Class received non-discretionary bonuses and other remuneration. However, Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay, sick day rate of pay, and meal break premium rate of pay, leading to underpayment to Plaintiff and the Class.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendants did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

<u>Failure to Reimburse and Indemnify Expenses</u>

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, which included the occasional use of personal cellular telephones for work purposes and the maintenance of protective gear.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendants terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendants even though he had accrued unused vacation time. On information and belief, Defendants' failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendants' policy and practice that applied to the Aggrieved Employees.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202.Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;

2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;

3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;

4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;

6. Labor Code § 227.3 by failing to pay all vacation wages at termination;

7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;

8. Labor Code § 226 by failing to provide accurate itemized wage statements; and

9. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to itscorporate address, as indicated on the first page.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

MOON LAW GROUP, PC

Kane Moon, Esq.
Attorney at Law

EXHIBIT B

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Villegas v. Genesis Logistics, Inc, et al.
(Los Angeles County Superior Court, Case No. 24STCV05560)

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the "Court") has approved a settlement in the lawsuit named above and filed by Kirver Villegas ("Plaintiff") on behalf of himself, the State of California, and all other "aggrieved employees" against Defendant Genesis Logistics Inc. ("Defendant Genesis") and Defendant Staffmark Investment LLC ("Defendant Staffmark") (Defendant Genesis and Defendant Staffmark are, collectively, referred to herein as "Defendants").

In this lawsuit, Plaintiff alleges that Defendants violated the California Labor Code by failing to: (1) pay minimum and regular rate wages; (2) pay overtime compensation; (3) provide meal periods; (4) authorize and permit rest breaks; (5) timely pay final wages at termination; (6) furnish accurate itemized wage statements; (7) maintain accurate record of hours worked; and (8) pay all wages during employment. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the Private Attorneys General Act ("PAGA").

Defendants deny these allegations. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as a statement of any opinion by the Court as to the merits of the claim. You are receiving this Notice because you are in the group of employees referred to as the "Aggrieved Employees" defined 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.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is [**CheckAmount**].

Each individual PAGA payment is based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees. "PAGA Period" refers to the time period from March 5, 2023, through _____.

III. RELEASE

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, on behalf of himself and the State of California, fully releases and forever discharges the Released Parties from any and all Released Claims. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq*., for any violations of the Released Claims that took place during the PAGA Period.

"Released Parties" means Defendants, and specifically includes Staffmark Investment LLC, Staffmark Group, LLC, Advantage Technical Resourcing, Inc., Advantage Human Resourcing, Genesis Logistics Inc., and each of their past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, managers, operators, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, representatives, consultants, attorneys, and any individual or entity that could be jointly liable with Defendants.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, ___________ toll free at 1(XXX) XXX-XXXX with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., for the benefit of those Aggrieved Employees who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Exhibit "2"

Date	Description	Charge
3/5/2024	Complaint Filing Fee - Complex Case	$ 1,481.72
3/6/2024	LASC Service Charge	$ 7.26
3/26/2024	LASC Service Charge	$ 8.00
4/9/2024	Ace - Attorney Service	$ 170.15
5/9/2024	LASC Service Charge	$ 7.26
5/9/2024	LASC Service Charge	$ 7.26
7/15/2024	LASC Service Charge	$ 7.26
7/19/2024	Ace - Attorney Service	$ 46.75
7/30/2024	One Legal - Attorney Service	$ 19.71
8/1/2024	One Legal - Attorney Service	$ 19.71
8/7/2024	One Legal - Attorney Service	$ 19.71
8/8/2024	Ace - Attorney Service	$ 89.00
8/22/2024	Ace - Attorney Service	$ 162.15
10/4/2024	Case Anywhere	$ 117.96
10/16/2024	One Legal - Attorney Service	$ 19.77
10/30/2024	One Legal - Attorney Service	$ 21.37
12/4/2024	Mediation Fee - Plaintiff's Share	$ 15,000.00
12/20/2024	One Legal - Attorney Service	$ 32.31
1/7/2025	One Legal - Attorney Service	$ 23.44
1/8/2025	Case Anywhere	$ 165.00
1/10/2025	Ace - Attorney Service	$ 46.25
4/3/2025	Berger Consulting - Mediation Data Analysis	$ 4,005.00
		$ 21,477.04

Future Costs

	Motion Filing Fee - Court Fee	$ 60.00
	Case Anywhere	$ 165.00
	One Legal - Attorney Service (Motion E-filing)	$ 125.00
		$ 350.00

Total: $ 21,827.04

Exhibit "3"