

01/24/24

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF VENTURA**

RICARDO RODRIGUEZ, an individual, in  
 his representative capacity on behalf of the  
 State of California and fellow Aggrieved  
 Employees,

Plaintiff,

v.

REAL TIME STAFFING SERVICES, LLC.,  
 a California limited liability company;  
 EMPLOYBRIDGE, LLC, a California limited  
 liability company; and DOES 1 through 50,  
 Inclusive;

Defendants.

Case No.: 56-2021-00559039-CU-OE-VTA

**~~PROPOSED~~ ORDER APPROVING  
 PAGA SETTLEMENT AND JUDGMENT**

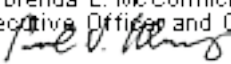
Hearing Date: January 22, 2024  
 Hearing Time: 8:30 a.m.

Judge: Hon. Judge Matthew P. Guasco  
 Dept.: 20

VENTURA SUPERIOR COURT

**FILED**

02/07/2024

Brenda L. McCormick  
 Executive Officer and Clerk  
  
 Cristal Alvarez

1 Plaintiff Ricardo Rodriguez (collectively "Plaintiff") moved for approval of the proposed  
2 settlement of Plaintiff's claims for civil penalties under the California Labor Code Private  
3 Attorneys General Act ("PAGA"), pursuant to California Labor Code section 2699, subdivision  
4 (l)(2). Plaintiff seeks approval of the settlement, including the Gross Settlement Amount ("GSA")  
5 of \$110,000. The terms of the PAGA Settlement Agreement (the "Settlement Agreement") provide  
6 that a PAGA Penalties of \$46,133.34 shall be paid from the \$110,000.00 GSA. The Settlement  
7 Agreement also provides that (1) \$36,666.66 to be paid to PAGA Counsel for payment of attorneys'  
8 fees; (3) \$13,831.69 be paid to PAGA Counsel for actual litigation costs incurred; (3) \$7,200.00 be  
9 paid to Apex Class Action, LLC for the cost of administration of the settlement; and (4) PAGA  
10 Penalties in the amount of \$46,133.34, with 75% allocated to the Labor Workforce Development  
11 Agency ("LWDA") PAGA Payment (\$34,600.00) and 25% allocated to the Individual PAGA  
12 Payments (\$11,533.34). In accordance with California Labor Code section 2699, subdivision (l)(2),  
13 Plaintiff's counsel provided the LWDA with notice of the settlement and the approval motion via  
14 the LWDA's online submission process, and no objection has been received to the settlement or  
15 the motion.

16 Upon Defendants Real Time Staffing Services, LLC and Employbridge, LLC's  
17 (collectively, "Defendants") funding of the Gross Settlement Amount in full in accordance with the  
18 terms agreed upon by the Parties, Plaintiff, Aggrieved Employees, and the State of California will  
19 release the Released PAGA Claims against the Released Parties. The Aggrieved Employees are  
20 defined as all current and former non-exempt employees of Real Time Staffing Services, LLC who  
21 were placed on assignment at the Oxnard facility operated by Kenco Logistics Services, LLC at  
22 any time from August 6, 2020 to September 22, 2023.

23 The PAGA Period is defined as August 6, 2020 through September 22, 2023.

24 The Released PAGA Claims are defined as "all claims arising under PAGA that were or  
25 could have reasonably been alleged based on the facts alleged in the Action through the end of the  
26 PAGA Period, including their right to bring representative PAGA claims on behalf of others,"  
27 including claims arising during the PAGA Period for (i) alleged meal and rest period violations,  
28 (ii) wages due for allegedly not paying for all time purportedly worked, (iii) wages due for allegedly

1 not calculating wages at the correct regular rate of pay, (iv) not providing accurate wage statements,  
2 (v) not reimbursing for purportedly necessary business expenses, and (v) not timely paying all  
3 wages purportedly due during and at the end of employment.

4 The Released Parties are defined as “Defendants and each of their insurers, brands,  
5 concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees,  
6 officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-  
7 attorney, and any individual or entity that could be jointly liable with Defendants, including but not  
8 limited to, Kenco Logistics Services, LLC and The Procter & Gamble Paper Products Company,  
9 and each of their insurers, affiliates, subsidiaries, parent companies, predecessors, successors,  
10 assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs,  
11 estates, powers-of-attorney, and any individual or entity that could be jointly liable with them.”

12 Good cause appearing based on the reasons set forth in the motion for approval, the Court  
13 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement  
14 Agreement and the PAGA Penalties of \$46,133.34 which shall be allocated and paid out as set forth  
15 in the Settlement and in accordance with Labor Code section 2699(i). Seventy-five percent (75%)  
16 of the PAGA Penalties shall be allocated to the LWDA PAGA Payment (\$34,600.00) and twenty-  
17 five percent (25%) shall be allocated to the Individual PAGA Payments (\$11,533.34).

18 Within 10 days after entry of the judgment, Plaintiff’s counsel shall submit a copy of this  
19 judgment to the LWDA via the LWDA’s online submission process.

20 After entry of this Judgment, the Court shall retain jurisdiction to construe, interpret,  
21 implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to  
22 a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
23 connection with the distribution of settlement benefits.

24 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**  
25 **ENTERED ACCORDINGLY.**

26  
27 DATED: 02/02/2024  
28 \_\_\_\_\_

  
\_\_\_\_\_  
HON. Matthew P. Guasco