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Attorneys for Plaintiff RICARDO RODRIGUEZ

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

1 Plaintiff Ricardo Rodriguez (collectively “Plaintiff”) with Defendants Real Time Staffing
2 Services, LLC and Employbridge, LLC (“Defendant”) moved for approval of the proposed
3 settlement of Plaintiff’s claims for civil penalties under the California Labor Code Private
4 Attorneys General Act (“PAGA”), pursuant to California Labor Code section 2699(l). Plaintiff
5 seeks approval of the settlement, including the Gross Settlement Amount (“GSA”) of \$110,000.
6 The terms of the PAGA Settlement Agreement (the “Settlement Agreement”) provide that a PAGA
7 Penalties of \$46,133.34 shall be paid from the \$110,000.00 GSA. The Settlement Agreement also
8 provides that (1) \$36,666.66 to be paid to PAGA Counsel for payment of attorneys’ fees; (3)
9 \$13,831.69 be paid to PAGA Counsel for actual litigation costs incurred; and (3) \$7,200.00 be paid
10 to Apex Class Action, LLC for the cost of administration of the settlement. The Labor Workforce
11 Development Agency was provided with notice of the settlement and the motion via its online
12 process and no objection has been received to the settlement or the motion.

13 Upon Defendant’s funding of the Gross Settlement Amount in full in accordance with the
14 terms agreed upon by the Parties, Plaintiff, Aggrieved Employees, and the State of California will
15 release the Released PAGA Claims against the Released Parties. The Released PAGA Claims are
16 defined as “all claims arising under PAGA that were or could have reasonably been alleged based
17 on the facts alleged in the Action through the end of the PAGA Period, including their right to bring
18 representative PAGA claims on behalf of others.” The Released Parties are defined as “Defendants
19 and each of their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors,
20 successors, assigns, employees, officers, directors, agents, attorneys, administrators,
21 representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly
22 liable with Defendants, including but not limited to, Kenco Logistics Services, LLC and The
23 Procter & Gamble Paper Products Company, and each of their insurers, affiliates, subsidiaries,
24 parent companies, predecessors, successors, assigns, employees, officers, directors, agents,
25 attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or
26 entity that could be jointly liable with them.”

27 Good cause appearing based on the reasons set forth in the motion for approval, the Court
28 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement

1 Agreement and the PAGA Penalties of \$46,133.34 which shall be allocated and paid out as set forth
2 in the Settlement and in accordance with Labor Code section 2699(i).

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

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8 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**
9 **ENTERED ACCORDINGLY.**

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11 DATED: _____

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13 HON. Matthew P. Guasco
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