

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
Rachel Newman (State Bar #350826)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
[rachel@zakaylaw.com](mailto:rachel@zakaylaw.com)

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Attorneys for Plaintiff FREDERICK LINDSAY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

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

Plaintiff,

v.

STAFFMARK INVESTMENT LLC, a  
Delaware limited liability company, DENSO  
INTERNATIONAL AMERICA, INC., a  
Delaware corporation; DENSO PRODUCTS  
AND SERVICES AMERICAS, INC., a  
California corporation; and DOES 1 through  
50, Inclusive,

Defendants.

Case No.: CVRI2203360

**[PROPOSED] ORDER APPROVING  
PAGA SETTLEMENT AND  
JUDGMENT**

Hearing Date: December 10, 2024  
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp  
Dept.: 1

Reservation ID: 702175035858

1 Plaintiff Frederick Lindsay (“Plaintiff”) with Defendants Staffmark Investment LLC,  
2 Denso International America, Inc., and Denso Products and Services Americas, Inc. (“Defendants”)  
3 moved for approval of the proposed settlement of Plaintiff’s claims for civil penalties under the  
4 California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor  
5 Code section 2699(l). Plaintiff seeks approval of the settlement, including the Gross Settlement  
6 Amount (“GSA”) of \$475,000.00. The Joint Stipulation of Settlement of PAGA Action and Release  
7 of PAGA Claims (the “Settlement Agreement”) provides that a Net Settlement Amount of  
8 \$269,666.67 shall be paid from the \$475,000.00 GSA to the Aggrieved Employees and the LWDA.  
9 The Settlement Agreement also provides that (1) \$158,333.33 be paid to PAGA Counsel for  
10 payment of attorneys’ fees; (2) PAGA Counsel’s actual litigation costs incurred be paid to PAGA  
11 Counsel, \$30,000.00; (3) \$12,000.00 be paid to the Settlement Administrator for the cost of  
12 administration of the settlement; and (4) up to \$5,000 be paid to Plaintiff as an Enhancement  
13 Payment. The Labor Workforce Development Agency (“LWDA”) was provided with notice of the  
14 settlement and the motion via its online process and no objection has been received to the settlement  
15 or the motion.

16 As of the Funding Date, in exchange for consideration set forth in the Parties’ agreement,  
17 Plaintiff, the LWDA and the State of California shall release Released Parties from the Released  
18 Claims during the PAGA Period. The Released Parties are defined as Staffmark Investment LLC  
19 and its officers, directors, employees, and agents; Denso International America, Inc. and its officers,  
20 directors, employees, and agents; Denso Products and Services Americas, Inc. and its officers,  
21 directors, employees, and agents; and Staffmark Group, LLC, Advantage Technical Resourcing,  
22 Inc., and Advantage Human Resourcing, which are entities affiliated with Staffmark Investment  
23 LLC. The Released Claims means all PAGA claims and civil penalties recoverable under PAGA,  
24 as alleged in the above entitled action and/or Plaintiff’s June 2, 2022 letter submitted to the LWDA  
25 (“Lindsay PAGA Letter”) or that could have been reasonably been asserted in the PAGA Action or  
26 the Lindsay PAGA Letter based on the facts alleged, including PAGA penalties arising from the  
27 following claims against Defendants: for meal and rest break violations; failure to allow employees  
28 to take duty-free, off premises rest periods; failure to properly calculate and pay all wages owed at

1 the regular rate of pay; unpaid wages, including minimum wages, regular and straight-time wages,  
2 overtime and double time wages, sick pay, meal break premiums, and rest break premiums; failure  
3 to compensate for off-the-clock work; failure to compensate for all wages owed due to unlawful  
4 "rounding" of employees' time; wage statement violations; untimely wages during employment;  
5 failure to timely pay all wages due upon termination of employment; failure to reimburse all  
6 reasonable and necessary business expenses; failure to maintain true and accurate personnel and  
7 payroll records; and including the Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6,  
8 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1,  
9 1197.14, 1198, 1199, 2802, and 2804; and applicable wage orders ("PAGA Released Claims"). The  
10 Released Claims shall also mean any other claims for civil penalties that were or could have  
11 reasonably been alleged or asserted based on the underlying Labor Code claims referenced above,  
12 including any civil penalties, attorneys' fees, costs, or any other form of relief whatsoever in  
13 penalties arising from the labor code violations occurring during the PAGA Period and alleged or  
14 that reasonably could have been alleged in Plaintiffs operative complaint and PAGA Notice of  
15 Claims to the LWDA. The PAGA Period is the period from September 11, 2021 to July 14, 2024.

16 Good cause appearing based on the reasons set forth in the motion for approval, the Court  
17 hereby GRANTS the motion and approves the PAGA settlement as set forth in the Settlement  
18 Agreement and the net settlement amount of \$269,666.67, which shall be allocated and paid out as  
19 set forth in the Settlement and in accordance with Labor Code section 2699(i).

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

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6 **IT IS SO ORDERED AND ADJUDGED, LET JUDGMENT BE FORTHWITH**  
7 **ENTERED ACCORDINGLY.**

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9 DATED: \_\_\_\_\_

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11 HON. HAROLD W. HOPP  
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