

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 13 2022

Sherri R. Carter, Executive Officer/Clerk of Court

By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MELVIN GEORGE, on behalf of) Case No.: 20STCV01913
himself and others similarly)
situated,)
)
Plaintiff,)
)
vs.) JUDGMENT
)
)
TOTAL PROFESSIONAL NETWORK,)
INC.; CARRIELEE NERY; and DOES)
1-20, inclusive,)
)
Defendants.)
)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Revised Settlement Agreement and Release ("Settlement Agreement") and certified a provisional settlement class on March 10, 2022.

1 B. The Court granted final approval of the Amended
2 Settlement Agreement on July 13, 2022, certified the settlement
3 class with no opt-outs, and found that the Settlement Agreement
4 was fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class": all non-exempt employees working for Defendant
7 TPN who were assigned to work at any healthcare facility inside
8 California during the Class Period. (§I.B)

9 "Class Period": January 16, 2016 to April 21, 2021. (§I.D)

10 "Class Member": member of the Class. (§I.C)

11 "Participating Class Member": a Class Member who does not
12 submit a valid and timely Election Not to Participate in
13 Settlement. (§I.W)

14 "PAGA Members": all non-exempt employees working for
15 Defendant TPN who were assigned to work at any healthcare
16 facility inside California during the PAGA Period. The PAGA
17 Members are a subset of the Class Members. (§I.CC)

18 "PAGA Period": January 16, 2019 to April 21, 2021. (§I.DD)

19 IT IS ORDERED, ADJUDGED AND DECREED as follows:

20 1. Plaintiff Melvin George, on behalf of himself and
21 others similarly situated, shall take from Defendants Total
22 Professional Network, Inc. and Carrielee Nery as set forth in
23 the Parties' Settlement Agreement and the Court's Approval Order
24 entered July 13, 2022.
25

1 2. Defendants must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$2,000,000. (§III.B) The Net Settlement Amount
3 ("Net") (\$1,278,583.33) is the GSA minus the following:

4 a. \$666,666.67 (33 1/3%) for attorney fees to Class
5 Counsel, Shakouri Law Firm (§III.C.2);

6 b. \$11,000 for litigation costs to Class Counsel
7 (Ibid.);

8 c. \$5,000 for a service payment to the named
9 Plaintiff Melvin George;

10 d. \$20,000 for settlement administration costs to
11 Phoenix Class Action Settlement Administration Solutions
12 (§III.C.4);

13 e. \$18,750 (75% of \$25,000 PAGA penalty) to the LWDA
14 (§III.C.3).

15
16 C. The employer's share of payroll taxes shall not be
17 paid from the Gross Settlement Amount and shall remain the sole
18 responsibility of the Defendants. (§I.R).

19 D. Plaintiff must file a request for dismissal of
20 Defendant Nery, without prejudice, within 14 calendar days of
21 executing the Settlement Agreement, provided that the parties
22 enter into a tolling agreement, which will toll all of
23 Plaintiff's class claims against Defendant Nery during the time
24 it will take to obtain court approval of the settlement, and
25 will allow Plaintiff to re-assert all class claims against

1 Defendant Nery should Defendants fail to pay the Gross
2 Settlement Amount in full, as set forth herein. Defendants will
3 draft said tolling agreement and request for dismissal with a
4 supporting declaration, subject to Plaintiff's review and
5 approval. (§III.A).

6 3. Upon funding in full of the Gross Settlement Amount by
7 Defendants, all Participating Class Members who do not timely
8 and validly opt out of the Settlement shall be deemed to have
9 fully and finally released all claims against all Released
10 Parties that were alleged or that could have been alleged based
11 on the facts asserted in in the operative Complaint that
12 occurred during the Class Period. The release expressly excludes
13 all other claims, including claims for vested benefits, wrongful
14 termination, unemployment insurance, disability, social
15 security, workers' compensation, and claims outside of the Class
16 Period and, and the Released PAGA Claims. This release shall be
17 referred to here is the "Released Class Claims." (§III.G.14)

18 Upon funding in full of the Gross Settlement Amount by
19 Defendants, all PAGA Members shall also release all Released
20 Parties from all Released PAGA Claims, irrespective of whether
21 they opted out of the Settlement, and will be bound by this PAGA
22 Release. The Released PAGA Claims are defined as the claims
23 asserted by PAGA Members for alleged violations of the
24 California Labor Code and IWC Wage Order provisions identified
25

1 in the PAGA Notice sent to the LWDA by Plaintiff and further
2 identified in the operative Complaint that are alleged to have
3 occurred during the PAGA Period ("Released PAGA Claims").

4 (Ibid.)

5 "Released Parties" means Defendant TPN and its former,
6 present and future owners, parents, subsidiaries, and all of
7 their current, former and future officers, directors, members,
8 managers, employees, consultants, partners, shareholders, joint
9 venturers, agents, successors, assigns, accountants, insurers,
10 or legal representatives and Defendant Carrie Nery. Any of the
11 Released Parties individually shall be referred to as a
12 "Released Party." (§I.Y)

13
14 Named Plaintiff Melvin George provides a general release
15 and §1542 waiver. (§§ III.G.15-16.)

16 4. All uncashed settlement checks, plus interest, must be
17 delivered to the California State Controller's Unclaimed
18 Property Division in the name of the Class Member/Aggrieved
19 Employee who did not cash his or her check.

20 5. Pursuant to California Rules of Court, Rule 3.769(h),
21 the Court retains jurisdiction over the parties with respect to
22 enforcement of this Judgment under California Code of Civil
23

24 //

25 //

//

1 Procedure Section 664.6.

2 CLERK TO GIVE NOTICE.

3 DATED: July 13, 2022

YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT