

FILED
Superior Court of California
County of Los Angeles

03/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Inostroza Deputy

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

SHANA TERRY, an individual, on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiffs,

vs.

SOLIANT HEALTH, INC. a Georgia
Corporation, SUNBELT STAFFING, LLC, a
Georgia Limited Liability Company, and DOES
1-50, inclusive,

Defendants.

Case No. 20STCV34826

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

[PROPOSED] ORDER AND JUDGMENT

The Court has received and considered the Stipulation and Agreement for PAGA Representative Action Settlement ("Settlement Agreement") entered into between Plaintiff SHANA TERRY, an individual, on behalf of the State of California as a private attorney general under the California Labor Code Private Attorneys General Act ("PAGA"), and the Defendant SOLIANT HEALTH, LLC.

Having received and considered the Stipulation and Agreement and the supporting papers filed, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES

1 THE FOLLOWING DETERMINATIONS:

2 1. Except as otherwise defined in this Order and Judgment (“Order”), all capitalized
3 terms have the same meaning as defined in the Settlement Agreement that is attached as Exhibit 1
4 to this Order.

5 2. The California Labor Workforce and Development Agency (“LWDA”) has been
6 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
7 (1)(4). In particular, on the date Plaintiff filed the stipulation seeking approval of the Settlement
8 with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
9 Settlement Agreement. Plaintiff’s notice of the Settlement to the LWDA complied with the notice
10 requirements of PAGA.

11 3. The Court confirms approval of the Settlement as to the Aggrieved Employees.

12 4. The Court has jurisdiction over the subject matter of this litigation, over all
13 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
14 Settlement.

15 5. The Settlement is approved under Labor Code § 2699(1)(2).

16 6. The PAGA Settlement Notice to Aggrieved Employees fairly and adequately
17 describes the Action, the approved Settlement, and is the best notice practicable under the
18 circumstances.

19 7. The Court finds that each Aggrieved Employee, in accordance with the Settlement,
20 releases all Released Claims against the Released Parties.

21 8. The Gross Settlement Amount and the methodology used to calculate the Individual
22 Penalty Payments in accordance with the Settlement is approved.

23 9. The Court approves Rust Consulting to act as the Settlement Administrator. The
24 Court awards the Settlement Administrator in this Action its actual fees and costs in accordance
25 with the terms of the Settlement Agreement, not to exceed \$7,502.00.

26 10. The Court approves the Koul Law Firm and the Shakouri Law Firm as PAGA Class
27 Counsel.

28 11. The Court awards PAGA Class Counsel attorneys’ fees in the amount of \$183,315

1 and actual litigation costs of \$10,229.77, both of which the Court finds to be fair and reasonable.
2 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
3 terms of the Settlement Agreement.

4 12. The Court authorizes the Settlement Administrator to calculate and pay the
5 Individual Penalty Payments in accordance with the terms of the Settlement Agreement.

6 13. The Court finds that LWDA Payment of \$254,214.92 as its share of the settlement
7 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
8 the LWDA Payment, in accordance with the terms of the Settlement Agreement.

9 14. The Court finds the Representative Plaintiff's Enhancement Award in the sum of
10 \$10,000 is fair and reasonable. The Court authorizes the Settlement Administrator to pay the
11 Representative Plaintiff's Enhancement Awards, in accordance with the terms of the Settlement
12 Agreement.

13 15. Checks for Individual Penalty Payments sent to Aggrieved Employees shall be valid
14 for 180 days after issuance. Funds remaining from any checks for Individual Penalty Payments
15 uncashed after 180 days will be dispersed to the state controller unpaid payment fund in the name
16 of the Aggrieved Employee.

17 16. Upon completion of the Settlement, the Settlement Administrator will provide
18 written certification of the completion to the Court and counsel for the Parties which shall be filed
19 with the Court within 30 days after completion of the Settlement.

20 17. Without affecting the finality of this order and entry of judgment, the Court retains
21 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
22 implementing, and enforcement of this Order and the Settlement.

23 18. Nothing in this Order or the Settlement shall be construed as an admission or
24 concession by any party. The Settlement and this resulting Order and entry of judgement simply
25 represent a compromise of disputed allegations.

26 19. The Court enters final judgment in accordance with the terms of the Settlement
27 Agreement and this Order.

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1 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
2 LWDA within 10 days of the date of this Order and entry of judgment.

3 **IT IS SO ORDERED:**



Richard L. Fruin Jr.

5 DATED: March 16, 2022

6 Richard L. Fruin / Judge
7 Hon. Richard Fruin
8 Judge of the Superior Court
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