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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 SUPERIOR COURT OF SACRAMENTO

10 RACHEL BALDWIN, an individual, on behalf
11 of herself, all aggrieved employees, and the State
12 of California as a Private Attorneys General,

13 Plaintiffs,

14 vs.

15 FLEXCARE, LLC, a California Limited
16 Liability Company, (dba FlexCare Medical
17 Staffing); and DOES 1-50, inclusive,

18 Defendants.
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Case No: 34-2020-00289550-CU-OE-GDS

CLASS-ACTION

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, INCENTIVE
AWARDS, SETTLEMENT
ADMINISTRATION COSTS; AND FINAL
JUDGMENT THEREON

BY FAX



1 On October 21, 2022, a hearing was held on Plaintiffs Rachel Baldwin's and Sara
2 Woehrle's ("Plaintiffs") Unopposed Motion for Final Approval of the Class Action Settlement
3 and Motion for Class Counsel Fees, Class Counsel Costs, and Incentive Awards, and Settlement
4 Administration Costs. Koul Law Firm and Shakouri Law Firm appeared for Plaintiffs and Boutin
5 Jones Inc. appeared for Defendant FlexCare LLC ("Defendant").

6 The Parties have submitted their Class Action Settlement Agreement (the "Agreement" or
7 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"). In
8 accordance with the Preliminary Approval Order, Class Members have been given adequate
9 notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves
10 from it.

11 Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court before entering the Preliminary Approval
13 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
14 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order and Judgment adopts all defined terms set forth in the Agreement.

18 3. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as all of Defendant's current and former hourly, non-exempt employees who worked in
20 the State of California as healthcare staff at any time within the period beginning September 9,
21 2016 and ending on July 22, 2022 (the date the Court grants preliminary approval of the
22 Settlement) (the "Class Period"). "PAGA Members" is defined as all of Defendant's non-exempt
23 employees who worked for Defendant in the State of California as nurses or clinicians at any time
24 from September 11, 2019 and ending on July 22, 2022 (the date the Court grants preliminary
25 approval of the Settlement) (the "PAGA Period"). PAGA Members are a subset of the Class
26 Members.

27 2. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
28 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member by first-

1 class mail. The Class Notice informed Class Members of the terms of the Settlement, their right
2 to receive an Individual Settlement Payment, their right to comment on or object to the Settlement
3 and/or the attorneys' fees and costs, their right to elect not to participate in the Settlement, and
4 their right to appear in person and/or by counsel at the Final Approval Hearing and be heard
5 regarding approval of the Settlement. Adequate periods of time were provided by each of these
6 procedures.

7 3. The Court finds and determines that this notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding approval of the Settlement based on the responses of Class Members. The Court finds
10 and determines that the Class Notice was the best notice practicable, which satisfied the
11 requirements of law and due process.

12 4. For the reasons stated in the Preliminary Approval Order, the Court finds and
13 determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to
14 each Class Member and that the Participating Class Members will be bound by the Settlement,
15 that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
16 should be and hereby are ordered to be consummated.

17 5. The Court finds and determines that the all-inclusive Gross Fund Value in the
18 amount of \$1,970,000.00 and the Individual Settlement Payments to be paid to the Participating
19 Class Members under the Settlement are fair and reasonable. The Court hereby grants final
20 approval to and orders the payment of those amounts be distributed to the Participating Class
21 Members out of the Gross Net Value in accordance with the Agreement. Pursuant to the terms of
22 the Agreement, the Settlement Administrator is directed to make the payments to each
23 Participating Class Member.

24 6. The Court finds and determines that the Settlement Administration Costs for
25 administering the Settlement, in the amount of \$25,000 is fair and reasonable. The Court hereby
26 grants final approval to and orders that the payment of that amount be paid out of the Gross Fund
27 Value to the Settlement Administrator in accordance with the Agreement.

1 7. The Court finds and determines that the request by Plaintiffs for Incentive Awards
2 is fair and reasonable and hereby orders that the requested payment in the amount of \$10,000 be
3 paid to each Plaintiff out of the Gross Fund Value.

4 8. The Court further finds and determines that the request by Class Counsel for Class
5 Counsel Fee is fair and reasonable and hereby orders that \$689,500 (i.e., thirty-five percent of the
6 Gross Fund Value) be paid to Koul Law Firm and Shakouri Law Firm out of the Gross Fund
7 Value.

8 9. The Court also finds and determines that the request by Class Counsel for Class
9 Counsel Expenses is fair and reasonable and hereby orders that \$19,317.58 be paid to Koul Law
10 Firm and Shakouri Law Firm out of the Gross Fund Value.

11 10. Upon the Effective Date and funding in full of the Gross Fund Value by
12 Defendant, all Participating Class Members release all Released Parties from all Released Class
13 Claims. "Released Class Claims" means wage and hour claims, rights, demands, liabilities and
14 causes of action, whether known or unknown, arising during the Class Period, that were asserted
15 or could have been asserted in the Action against Released Parties based on the facts alleged or
16 ascertained during the pendency of the Action, under federal and state laws, including statutory,
17 or common law claims for wages, penalties, liquidated damages, interest, attorneys' fees,
18 litigation costs, restitution, equitable relief or other relief under Business & Professions Code
19 section 17200, et seq. based on the alleged Labor Code violations, including, without limitations,
20 the following categories:(a) any and all claims for failure to provide reporting time pay; (b) any
21 and all claims involving any alleged failure to pay employees for all hours worked, including but
22 not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims
23 involving any alleged failure to pay minimum wage; (d) any and all claims involving any alleged
24 failure to pay overtime wages; (e) any and all claims arising under state law involving any alleged
25 failure to properly provide meal periods and/or authorize and permit rest periods, to pay
26 premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums
27 as required by Labor Code section 226.7; (f) any and all claims involving any alleged failure to
28 timely pay wages, including but not limited to any claim that Released Parties violated Labor

1 Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code
2 section 203; (g) any and all claims for failure to provide accurate wage statements or maintain
3 accurate business records; (h) any and all claims for unfair business practices in violation of
4 Business and Professions Code sections 17200, et seq. The Released Class Claims expressly
5 includes release of all Released Parties regardless of whether the Released Party is expressly
6 named or generally described. The Released Class Claims expressly excludes all other claims,
7 including claims for vested benefits, unemployment insurance, disability, social security,
8 workers' compensation, and claims outside of the Class Period.

9 11. Upon the Effective Date and funding in full of the Gross Fund Value by
10 Defendant, all PAGA Members shall release all Released Parties from all Released PAGA
11 Claims, irrespective of whether they opted-out of the Settlement and will be bound by this PAGA
12 Release. The Released PAGA Claims are defined as all the claims asserted by PAGA Members
13 for alleged violations of the California Labor Code and IWC Wage Order provisions which were
14 or could have been identified in the PAGA Notice sent to the LWDA by Plaintiff Baldwin and
15 further identified in the First-Amended Complaint that are alleged to have occurred during the
16 PAGA Period ("Released PAGA Claims"). The Released Class Claims expressly includes
17 release of all Released Parties regardless of whether the Released Party is expressly named or
18 generally described.

19 12. Pursuant to the terms of the Agreement, Plaintiffs generally release their claims
20 against the Released Parties. Plaintiffs' general releases shall include all such claims, whether
21 known or unknown, by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in
22 addition to or different from those that they now know or believe to be true with respect to the
23 subject matter of Plaintiffs' general releases, those claims will remain released and forever barred.
24 Therefore, with respect to Plaintiffs' general releases, Plaintiffs expressly waive and relinquish all
25 of the provisions and all of her rights and benefits under the provisions of section 1542 of the
26 California Civil Code, which reads:

1 **A general release does not extend to claims which the creditor or releasing**
2 **party does not know or suspect to exist in his or her favor at the time of**
3 **executing the release and that, if known by him or her, would have**
4 **materially affected his or her settlement with the debtor or released party.**

5 13. Nothing in this Order shall preclude any action to enforce the Parties' obligations
6 under the Settlement or under this Order, including the requirement that Defendant make payment
7 in accordance with the Agreement.

8 14. If, for any reason, the Settlement ultimately does not become Final (as defined by
9 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
10 respective positions in the Action as those positions existed immediately before the Parties
11 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
12 Court in connection with the Settlement will be deemed an admission of any kind by any of the
13 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
14 the Action or in any other action.

15 15. The Parties entered into the Settlement solely for the purpose of compromising and
16 settling disputed claims. Defendant in no way admits any violation of law or any liability
17 whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being
18 expressly denied by Defendant.

19 16. By means of this Final Approval Order, this Court hereby enters final judgment in
20 this Action.

21 17. Without affecting the finality of this Final Approval Order and Judgment in any
22 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
23 implementation, effectuation and enforcement of this Order and the Settlement under Code of
24 Civil Procedure § 664.6.

25 18. The Parties are hereby ordered to comply with the terms of the Agreement.
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19. Each side to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.

DATED: 10/21/22



THE HONORABLE LAURI A. DAMRELL
COUNTY OF SACRAMENTO SUPERIOR COURT

LAURI A. DAMRELL

PROOF OF SERVICE

Case No. 34-2020-00289550-CU-OE-GDS

Baldwin, et al. v. Flexcare, LLC, et al.

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On September 29, 2022, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, INCENTIVE AWARDS, SETTLEMENT ADMINISTRATOR COSTS; AND FINAL JUDGMENT THEREON

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- _____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date.
- X by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

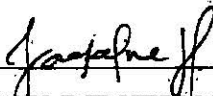
on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this September 29, 2022, in Los Angeles, California.



JACKELINE HERNANDEZ

Bruce M. Timm, Esq.

PROOF OF SERVICE

Case No. 34-2020-00289550-CU-OE-GDS

Baldwin, et al. v. Flexcare, LLC, et al.

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