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David W. Slayton, Executive Officer / Clerk of Court

By: M. Lopez Deputy

ACKERMANN & TILAJEF, P.C.
Craig J. Ackerman, CA Bar No. 229832
cja@ackermanntilajef.com
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035
Telephone: (310) 277-0614
Facsimile: (310) 277-0635

INDIA LIN BODIEN, ATTORNEY AT LAW
India Lin Bodien, WA Bar. No. 44898
(Admitted *Pro Hac Vice*)
india@indialinbodienlaw.com
2522 North Proctor Street, No. 387
Tacoma, Washington 98406
Telephone: (253) 212-7913
Facsimile: (253) 276-0081

Attorneys for Plaintiffs, the Class, the LWDA, and the Aggrieved Employees

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

JENEE JERNIGAN and TERI A. GARZA-
HABAN, as individuals, as a representative
action on behalf of the LWDA and the other
aggrieved employees, and on behalf of all others
similarly situated,

Plaintiffs,

v.

PRO UNLIMITED, INC., a New York
Corporation, and AIRBNB, INC., a Delaware
Corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No. 21STCV10027

[Assigned to the Hon. Bruce G. Iwasaki, Dept. 58]

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

RESERVATION ID: 093268662079

Date: January 25, 2023

Time: 9:30 a.m.

Complaint Filed: March 15, 2021

FAC Filed: March 16, 2022

1 On January 25, 2023, the Court held a hearing on Plaintiffs Jenee Jernigan's and Teri A. Garza-
2 Haban's ("Plaintiffs") Motion for Final Approval of Class Action Settlement between Plaintiffs and
3 Defendant Pro Unlimited, Inc. ("Defendant") (collectively, the "Parties"),¹ and Plaintiffs' Motion for
4 Attorneys' Fees and Costs.

5 Due and adequate notice having been given to Class Members, and the Court having considered
6 the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant
7 (the "Settlement Agreement" or "Settlement"), all of the legal authorities and documents submitted in
8 support thereof, all papers filed and proceedings had herein, all oral and written comments received
9 regarding the proposed settlement, and having reviewed the record in this litigation, and good cause
10 appearing, the Court GRANTS final approval of the Settlement and ORDERS AND MAKES THE
11 FOLLOWING FINDINGS AND DETERMINATIONS:

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the "Final
13 Order") shall have the same meanings given as those terms are used and/or defined in the Parties'
14 Settlement Agreement.²

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Agreement and as follows:

19 *"persons employed by Defendant as staff members and payrolled workers subject to Defendant's*
20 *expense reimbursement policies, including Defendant's payrolled workers at AirBnB, Inc., in*
21 *California between March 16, 2020 and July 18, 2022."*

22 4. The "Class Period" shall be from March 16, 2020 through July 18, 2022. For purposes of
23 the Settlement and this Final Order, "Released Parties" as referenced herein and as released in the
24 Settlement shall collectively mean: (i) PRO Unlimited, Inc. ("Defendant"); (ii) each of Defendant's past,
25 present, and future direct and indirect parents; (iii) the respective past, present, and future direct and
26

27 ¹ Class Counsel has negotiated a separate PAGA settlement between Plaintiff Jernigan and AirBnB, Inc. which received PAGA
settlement approval on June 7, 2022.

28 ² A copy of the Settlement Agreement is in the Court record as Exhibit A to the Declaration of Crag J. Ackermann in Support
of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present, and future shareholders,
2 directors, officers, agents, employees, attorneys, insurers, members, clients, partners, managers,
3 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
4 predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could
5 be jointly liable with any of the foregoing. The term “Action” shall mean this class action.

6 5. The Court deems this definition sufficient for the purpose of California Rule of Court
7 3.765(a) and for the purpose of effectuating the Settlement.

8 6. The Court finds that an ascertainable class of 6,230 Class Members exists and a well-
9 defined community of interests exists in the questions of law and fact involved because in the context of
10 the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the
11 Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and
12 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and
13 protected the interest of the Class Members.

14 7. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
15 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
16 California Rule of Court 3.766. The Class Notice informed 6,250 individuals on the original class list of
17 the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
18 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
19 the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate periods of time
20 to respond and to act were provided by each of these procedures.

21 8. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a), and solely for the purpose of effectuating the Settlement.

23 9. Not a single Class Member filed or submitted a written objection to the Settlement as part
24 of this notice process.

25 10. Twenty potential Class Members, Marica Fortune, Richard Yun, James Lau, Randalyn
26 Blomquist, Jacob Meyer, Christopher Butcher, Roderick Jefferson, Sandra George, Roberta Holmes,
27 Elizabeth-Eva Heagerty, Husna Argandwall, Larry Gee, Sheila Saromo, Justin Eichenberger, Bryan V.
28 Wardlaw, Sameera Qureshi, Joseph Ganzon, Sonia Schupbach, William Mlodzik, and Shelby Chaney.

1 The twenty listed individuals are not subject to the class release of claims, and they will not receive
2 individual settlement awards. However, they will receive their pro rata portion of the PAGA penalties, if
3 applicable.

4 11. The Court hereby approves the terms set forth in the Settlement Agreement, including the
5 \$462,000.00 gross settlement amount, and finds that the Settlement Agreement is, in all respects, fair,
6 adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code
7 of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the
8 California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and
9 Class Members. The Court directs the Parties to effectuate the Settlement Agreement according to its
10 terms, and declares this Settlement Agreement to be binding on all Participating Class Members. The
11 Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive
12 arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation
13 and research, and their attorneys were able to reasonably evaluate their respective positions. The Court
14 further finds that the allocation of PAGA penalties is fair and reasonable under the circumstances.

15 12. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
16 and declares the Settlement Agreement to be binding on all Participating Class Members.

17 13. The Court finds that the Settlement Agreement has been reached as a result of informed
18 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
19 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
20 positions.

21 14. The Court also finds that Settlement now will avoid additional and potentially substantial
22 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally,
23 after considering the monetary recovery provided as part of the Settlement in light of the challenges posed
24 by continued litigation, the Court concludes that Class Counsel secured significant relief for Class
25 Members.

26 15. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a
27 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
28 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the

Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

16. The Court confirms Jenee Jernigan and Teri A. Garza Haban as Class Representatives and finds them to be adequate.

17. The Court confirms Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C. and India Lin Bodien of India Lin Bodien, Attorney at Law as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class action litigation.

18. The terms of the Agreement, including the gross settlement amount of **\$462,000.00**, and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Final Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

- a. The **\$26,000.00** designated for payment to CPT Group, Inc., the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make, the payment to the Settlement Administrator in accordance with the Agreement.
- b. The **\$150,000.00** requested by Plaintiffs and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.
- c. The Court awards **\$4,019.73** in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and orders the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement.³
- d. The **\$20,000.00** requested by Plaintiffs for their Class Representative Payments (**\$10,000.00** to each of the named Plaintiffs) is fair and reasonable. The Court grants final approval of, and orders the Class Representative Payments to be made in accordance with

³ Class Counsel is only requesting litigation cost reimbursement in the amount of \$4,019.73 which is less than the \$25,000 contemplated in the Settlement Agreement, preliminarily approved by the Court, and noticed to the Class. The balance has been added to the Net Settlement Amount to be distributed pro rata to the participating Class Members.

the Agreement.

- e. The Court grants final approval of the **\$20,000.00** PAGA payment 75% of which (i.e., **\$15,000**) shall be paid to the LWDA and orders the payment to be made in accordance with the Agreement.

19. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Final Order, in which case the provisions of this Final Order shall take precedence and supersede the Settlement.

20. Nothing in the Settlement or this Final Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this Order or the subsequent Judgment that Plaintiffs have asked the Court to enter based on this Order a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes. The entering into or carrying out of the Stipulation of Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement, the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims. As of the date of entry of this Final Order, each and every Released Claim (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representatives and each and every Class Member who has not submitted a valid Request for Exclusion is hereby released and

1 forever barred and enjoined from prosecuting the Released Claims, except as to such rights or claims as
2 may be created by the Settlement, against Defendant and the Released Parties from any and all claims
3 under state, federal and local law ultimately alleged in the Action, and that reasonably could have been
4 alleged in the Action, based on the factual allegations contained in the operative complaint in the Action
5 and any amendments thereto, as to the Class Members, including but not limited to claims for violation of
6 California Labor Code section 2802, class and representative claims, and all claims for or related to
7 unreimbursed business expenses, penalties of any nature (including but not limited to PAGA penalties),
8 interest, fees, costs, as well as all other claims and allegations alleged in the Action, from March 16, 2020
9 through the date of this Final Order (collectively “Released Claims”). As of the date of this Final Order,
10 the Class Representatives and the Settlement Class, and each member of the Class who has not submitted
11 a valid Request for Exclusion, is forever barred, and enjoined from instituting or accepting damages or
12 obtaining relief against the Released Parties for any period from March 16, 2020 up to and including the
13 date of this Final Order, relating to the Released Claims.

14 21. The Parties shall bear their own respective attorneys’ fees and costs except as otherwise
15 provided in the Settlement Agreement.

16 22. The Court approves the one hundred eighty (180) day period for cashing of checks. Any
17 funds associated with stale checks that have not been cashed within one hundred eighty (180) days will
18 be sent to Koinonia Family Services, a non-profit IRS 501(c)(3) charitable organization, to be used for
19 child advocacy programs in the State of California, as a *cy pres* recipient.

20 23. The Settlement Administrator, within five (5) days of the date of this Order, shall give
21 notice to the Settlement Class pursuant to Rule 3.771(b) of the California Rules of Court, by posting a
22 copy of this order and judgment on its website for 60 days.

23 24. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
24 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
25 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
26 administration matters, and addressing such post-Judgment matters as may be appropriate under court
27 rules or applicable law.

28 25. Plaintiffs or the Settlement Administrator shall file with the Court a report regarding the

1 status of distribution within sixty (60) days after all funds have been distributed.

2
3 **IT IS SO ORDERED.**



4 

5 DATED: January 25, 2023

Bruce G. Iwasaki / Judge

6 HON. BRUCE G. IWASAKI

JUDGE OF THE SUPERIOR COURT OF CALIFORNIA