

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiffs
YOXY JURADO and HECTOR CHAVEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

YOXY JURADO, individually and on behalf
of others similarly situated and as an
aggrieved employee and Private Attorney
General, and HECTOR CHAVEZ,
individually and on behalf of others similarly
situated and as an aggrieved employee and
Private Attorney General;

Plaintiffs,

vs.

AEQUOR HEALTHCARE SERVICES, LLC,
a New Jersey limited liability company;
AEQUOR HEALTHCARE SERVICES, INC.,
a Nevada corporation; THERAPY STAFF,
LLC, a Delaware limited liability company;
UNITED STAFFING SOLUTIONS, INC., an
unknown business entity; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV06001

*Assigned for All Purposes to: Hon. Stuart M.
Rice, Dept. 1*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

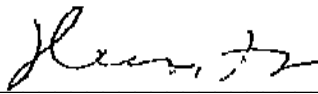
Complaint filed: February 11, 2021
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on January 26, 2024, the Honorable Stuart M. Rice, in
3 Department 1 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California
4 90012, executed the Proposed Amended Order Granting Motion for Final Approval of Class
5 Action and PAGA Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the
6 Order which was executed and filed on January 26, 2024.

7
8 Dated: January 29, 2024

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Priscilla Gamino
14 *Attorneys for Plaintiffs*
15 YOXY JURADO and HECTOR CHAVEZ
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Electronically Received 01/26/2024 10:31 AM

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiffs
YOXY JURADO and HECTOR CHAVEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

YOXY JURADO, individually and on behalf of
others similarly situated and as an aggrieved
employee and Private Attorney General, and
HECTOR CHAVEZ, individually and on behalf
of others similarly situated and as an aggrieved
employee and Private Attorney General;

Plaintiffs,

vs.

AEQUOR HEALTHCARE SERVICES, LLC, a
New Jersey limited liability company;
AEQUOR HEALTHCARE SERVICES, INC. a
Nevada corporation; THERAPY STAFF, LLC,
a Delaware limited liability company; UNITED
STAFFING SOLUTIONS, INC., an
unknown business entity; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV06001

*Assigned for All Purposes to: Hon. Stuart
M. Rice; Dept. 1*

**~~[PROPOSED]~~ AMENDED FINAL
JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: January 26, 2024
Hearing Time: 10:30 a.m.
Department: 1

Complaint Filed: February 11, 2021
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
01/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

[PROPOSED] ORDER

The above-referenced Class and PAGA Action (“Action”) having come before the Court on January 26, 2024, for a hearing and Final Order Approving Class Action Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiffs YOXY JURADO’s and HECTOR CHAVEZ’s (collectively “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Consistent with the definitions provided in the Settlement Agreement, the terms “Class” and “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt employees of Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. who were employed by Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. in the state of California for claims arising in California at any time between February 11, 2017, and August 21, 2023.”

4. Consistent with the definitions provided in the Settlement Agreement, the term “PAGA Members” shall mean the following: “All current and former hourly-paid, non-exempt employees of Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. who were employed by Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. in the state of California for claims arising in California at any time between February 4, 2021, and August 21, 2023.”

5. This Court has jurisdiction over the subject matter of the Action and over all

Parties to the Action, including all Class Members and PAGA Members.

6. Distribution of the Class Notice directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members and all Released Class Claims are covered by and included within the Settlement and this Final Order.

7. The Court hereby finds the Settlement Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8. The Court hereby confirms Plaintiffs Yoxy Jurado and Hector Chavez as the Class Representatives.

9. The Court hereby confirms Protection Law Group, LLP as Class Counsel in the Action.

10. The Court hereby approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed

1 the benefits that are being granted as part of the Settlement and recognizes the significant value
2 to the Class Members. The Court also finds that the Class is properly certified as a class for
3 settlement purposes only.

4 11. According to the terms of the Settlement Agreement, upon the complete funding
5 of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants
6 AEQUOR HEALTHCARE SERVICES, LLC, AEQUOR HEALTHCARE SERVICES, INC.,
7 THERAPY STAFF, LLC, and UNITED STAFFING SOLUTIONS, INC. (collectively
8 “Defendants”), Plaintiffs and all Participating Class Members shall fully release and discharge
9 Defendants and any related entities, and their directors, officers, members, and investors (the
10 “Released Parties”) from any and all claims, rights, demands, liabilities, and causes of action that
11 are alleged, or reasonably could have been alleged based on the facts and claims asserted in the
12 Operative Complaint in this Action including the following claims: (i) failure to provide meal
13 periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure to provide rest
14 periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay all regular wages,
15 minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197, 1197.1, 1198); (iv)
16 willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide itemized wage
17 statements (Labor Code §§ 226, 1174); (vi) failure to pay timely wages at time of termination or
18 resignation (Labor Code §§ 201, 202, 203); (vii) failure to reimburse for necessary business
19 expenditures (Labor Code §§ 2800, 2802); and (viii) unfair business practices that could have
20 been premised on the claims, causes of action or legal theories of relief described above or any of
21 the claims, causes of action or legal theories of relief pleaded in the Operative Complaint
22 (collectively the “Released Class Claims”). The release of the Released Class Claims shall be
23 applicable for the period between February 11, 2017 and August 21, 2023.

24 12. Upon the complete funding of the Gross Settlement Amount by Defendants,
25 Plaintiffs, the California Labor Workforce and Development Agency (“LWDA”), and the State
26 of California shall fully release and discharge the Released Parties from any and all claims for
27 civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”)
28 that could have been premised on the facts alleged both in the PAGA Notices provided to the
LWDA and in the Operative Complaint for the PAGA Period (February 4, 2021 through August

21, 2023) (the “Released PAGA Claims”).

13. Upon the funding of the Gross Settlement Amount, Plaintiffs Jurado and Chavez—on behalf of themselves only—release these additional claims: In consideration of Defendants’ promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, breach of contract, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs Jurado and Chavez, waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

14. No Class Member objected to the terms of the Settlement.

15. Three Class Members, Kelsey Barbee, Chelcie Bunn, and Dominique Smith, requested to be excluded from the terms of the Settlement. Accordingly, 2,216 Participating Class Members are bound by this Judgment.

1 16. The Court finds the settlement payments provided for under the Settlement
2 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
3 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
4 \$1,250,000.00 within twenty-one (21) calendar days of the Effective Date as set forth in the
5 Settlement Agreement to provide payments for Individual Settlement Payments to all
6 Participating Class Members and all PAGA Members, the PAGA Penalties to the LWDA
7 pursuant to Labor Code Section 2698, *et seq.*, the Class Representative Enhancement Payments
8 to Plaintiffs, Class Counsel's Fees and Costs, and the Settlement Administrator's Costs. The
9 calculations and the payments shall be administered in accordance with the terms of the
10 Settlement Agreement.

11 17. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence
12 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
13 Fee Award in the amount of one-third (1/3) from the Gross Settlement Amount (\$416,666.67)
14 and attorneys' Cost Award in the amount of \$28,978.10 from the Gross Settlement Amount as
15 final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
16 and/or owed to Class Counsel and any other person or entity related to the Action. The Court
17 further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be
18 administered pursuant to the terms of the Settlement Agreement.

19 18. The Court finds that an enhancement award in the amount of \$15,000.00,
20 consisting of \$7,500.00 to Plaintiff Jurado and \$7,500.00 to Plaintiff Chavez, is appropriate for
21 the risks undertaken and service to the Settlement Class and Plaintiffs' General Release of Claims.
22 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
23 Administrator make this payment conformity with the terms of the Settlement.

24 19. The Court finds and determines that the resolution of the Released PAGA Claims
25 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
26 orders the payment in the amount of \$75,000.00 (75% of \$100,000.00) from the Gross Settlement
27 Amount to the LWDA for penalties arising under the PAGA. The remaining \$25,000.00 (25%
28 of \$100,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

20. The Court also hereby approves and orders payment from the Gross Settlement

1 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
2 Phoenix Settlement Administrators, in the amount of \$25,000.00.

3 21. The result is a Net Settlement Amount of \$664,355.23 available for distribution to
4 the 2,216 Participating Class Members. The Court hereby approves and orders payment of
5 individual settlement payments (“Individual Settlement Payments”) from the Net Settlement
6 Amount to the Participating Class Members on a *pro rata* basis as set forth in the Settlement
7 Agreement.

8 22. The Court also hereby approves and orders that any checks distributed from the
9 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
10 days after being issued will be transferred to the California State Controller’s Office pursuant to
11 California Civil Code § 1500 and held in trust for such Participating Class Members. As such, no
12 “unpaid residue” under California Code of Civil Procedure section 384 will result from the
13 Settlement.

14 23. Provided the Settlement becomes effective under the terms of the Settlement
15 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
16 Individual Settlement Payments, Attorneys’ Fees and Costs, and Class Representative
17 Enhancement Payments is as set forth in the Settlement Agreement.

18 24. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
19 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
20 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
21 the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
22 and specifically deny they have violated any federal, state, or local law; violated any regulations
23 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
24 legal requirements; breached any contract; violated or breached any duty; engaged in any
25 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
26 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or
27 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
28 concession by Defendants of any such violations or failure to comply with any applicable law.
Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the

Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

25. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

26. Class Counsel shall submit a Final Report re: Distribution of the Settlement Funds no later than November 25, 2024, which shall include the total amount of funds to be paid to the Participating Class Members pursuant to the Settlement.

27. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant to PAGA, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that the notice of the Settlement complied with the statutory requirements of PAGA. Plaintiffs shall file and serve formal notice of Entry of Judgment including Notice to the LWDA.

IT IS SO ORDERED.

Dated: January 26, 2024



Stuart M. Rice / Judge

Honorable Stuart M. Rice
JUDGE OF THE SUPERIOR COURT