

MAR 15 2023

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Attorneys for Plaintiff ALEXANDER GNAEDIG

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

ALEXANDER GNAEDIG, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

FAVORITE HEALTHCARE STAFFING INC., a
California limited liability corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 21STCV20904

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Date: March 15, 2023
Time: 9:00 a.m.
Dept.: 58

Complaint Filed: June 4, 2021
Trial Date: None Set

1 Plaintiffs Alexander Gnaedig, Akimasia Walker, Amy Weston, and Janet Clifford's
2 ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came before this Court
3 on March 15, 2023 at 9:00 a.m. in Department 58 of the above-captioned Court located at 111 N. Hill
4 Street, Los Angeles, California 90012.

5 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
6 ("Settlement Agreement" and "Settlement"), Plaintiffs' Motion for Final Approval of Class Action
7 and PAGA Settlement, the supporting papers filed by the Parties, the Declarations of Class Counsel
8 Jonathan M. Genish of Blackstone Law, APC, Hali M. Anderson of GrahamHollis APC, Ashkan
9 Shakouri of Shakouri Law Firm, and Joshua G. Konecky of Schneider Wallace Cottrell Konecky LLP,
10 the Declarations of Plaintiffs Alexander Gnaedig, Akimasia Walker, Amy Weston, and Janet Clifford,
11 and the Declaration of Madely Nava on behalf of ILYM Group, Inc., as well as the evidence and
12 argument received by the Court in conjunction with the Motion for Final Approval of Class Action
13 and PAGA Settlement and Documents thereto, the Court grants final approval of the Settlement and
14 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
16 including all members of the Settlement Class.

17 2. The Court finds that the class is properly certified as a class for settlement purposes
18 only.

19 3. The Court appoints Plaintiffs Alexander Gnaedig, Akimasia Walker, Amy Weston, and
20 Janet Clifford as Class Representatives for settlement purposes only.

21 4. The Court appoints Jonathan M. Genish of Blackstone Law, APC, Hali M. Anderson
22 of GrahamHollis APC, Ashkan Shakouri of Shakouri Law Firm, and Joshua G. Konecky of Schneider
23 Wallace Cottrell Konecky LLP as Class Counsel for settlement purposes only.

24 5. The Notice provided to the Settlement Class conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
26 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
27 law, and constitutes the best notice practicable under the circumstances, by providing individual notice
28 to all class members who could be identified through reasonable effort, and by providing due and

adequate notice of the proceedings and of the matters set forth therein to the other class members. The Notice fully satisfied the requirements of due process.

6. The Court finds the settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies 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 California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant Favorite Healthcare Staffing, Inc., or by any other released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other released party. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other released parties.

8. ^{TWO} ~~NO~~ Settlement Class Members have objected to the terms of the Settlement.

9. Upon entry of this Order, compensation to the Participating Class Members as that term is defined in the Settlement Agreement shall be paid pursuant to the terms of the Settlement.

10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the payment from the Gross Settlement Payment of enhancement awards to Plaintiffs, in the amount of \$10,000.00 to each named Plaintiff, for a total of \$40,000.00.

11. The Court approves the payment from the Gross Settlement Payment of attorneys' fees to Class Counsel in the sum of \$1,216,666.67 (one-third of the Gross Settlement Payment), and the reimbursement of actual litigation expenses in the sum of \$27,441.60. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the class.

12. The Court approves and orders payment from the Gross Settlement Payment in the amount of \$30,000.00 to ILYM Group, Inc. for performance of settlement administration services.

1 13. The Court approves and orders payment in the amount of \$112,500.00 to the Labor
2 Workforce and Development Agency as 75% of the payment allocated toward FAGA penalties.

3 14. The Parties are ordered to give notice of the judgment to all Class Members in
4 accordance with California Rules of Court, rule 3.771(b).

5 15. Funds for any settlement checks remaining uncashed after one hundred and eighty
6 (180) will be distributed pursuant to the Code of Civil Procedure section 384, to the Controller of the
7 State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section
8 1500 *et seq.*, for the benefit of those Participating Class Members and PAGA Members who did not
9 cash their checks until such time that they claim their property.

10 16. Upon funding of the Settlement by Defendant, the Plaintiffs and all members of the
11 class who were not excluded from the class, shall have, by operation of this Order and Judgment, fully,
12 finally and forever released, relinquished, and discharged Defendant and the Released Parties from all
13 Settled Claims as defined by the terms of the approved settlement. This final judgment bars members
14 of the class who did not timely exclude themselves from the settlement from asserting the Released
15 Class Claims in the future. The Released Class Claims are defined as:

16 “all claims for wages, statutory and civil penalties, damages and liquidated damages,
17 premiums, interest, restitution, injunctive relief, fees and costs under federal and
18 California law that were alleged in the operative Complaints and any Amended
19 Complaints in the Actions, and/or any letters submitted by Plaintiffs to the LWDA
20 against Favorite in the Actions, and/or claims which could have been alleged that
21 reasonably relate to or which reasonably arise out of the same set of operative facts pled
22 therein, whether such claims or forms of relief are known or unknown during the Class
23 Period, including, but not limited to: California Labor Code §§ 200, 201, 201.3, 202,
24 203, 204, 210, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.7, 246(i), 500, 510,
25 512, 554, 558, 1174, 1174.5, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800,
26 2802 and all Applicable Wage Orders and California Code of Regulations, 29 U.S.C.
27 §§ 207, 216(b), Business & Professions Code § 17200 *et seq.*, California Civil Code §
28 3287(a), California Code of Civil Procedure § 1021.5, and all other statutory and
regulatory violations alleged in the operative Complaints and any Amended Complaints
in the Actions, and with respect to the statutory and civil penalties claimed in the
Actions, any source of obligation as a basis for claiming such penalties during the Class
Period, including any and all obligations released above which are imposed by the
applicable Wage Orders. The release shall be given full *res judicata* and *collateral*
estoppel effect upon entry of judgment. All Participating Class Members who cash their
Individual Class Payment checks (that will include language to the effect that cashing
the check will release their rights under the FLSA for any claims pled or that could have
been pled based on the factual allegations pled in the Operative Complaint and any
Amended Complaint in the Actions) will also be deemed to have opted in for purposes
of the FLSA, and their Released Claims will include a release of the FLSA claims based
on claims alleged, or that could have been alleged based on the factual allegations pled
in the Operative Complaint and any Amended Complaint in the Actions. Except as set

1 forth in paragraph 5.3 of this Agreement, Participating Class Members (except
2 Plaintiffs) do not release any other claims, including claims for vested benefits,
3 wrongful termination, violation of the Fair Employment and Housing Act,
unemployment insurance, disability, social security, workers' compensation, or claims
based on facts occurring outside the Class Period."

4 As to the Released PAGA claims, the release is for "all claims for civil penalties under
5 the Labor Code pursuant to PAGA that were alleged, or reasonably could have been
6 alleged, based on the facts stated in the Operative Complaints, any Amended
7 Complaints in the Actions, the PAGA Notices and ascertained in the course of the
8 Actions. The PAGA Release shall be given full res judicata and collateral estoppel effect
9 upon entry of the judgment in this Action so as to bar the LWDA and any other
10 individual or entity from filing or pursuing the PAGA Released Claims against the
11 Released Parties in any forum."

12 17. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the settlement, and any and all claims, asserted in, arising out of,
14 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
15 settlement and the determination of all controversies relating thereto.

16 18. The settlement administrator shall file a final report by January 22, 2024
17 indicating the disbursements were made pursuant to the settlement.

18 A non-appearance case review re Compliance with the Distribution is set for
19 January 23, 2024 at 8:30 am in Department 58 of this Courthouse located at
20 111 N. Hill Street, Los Angeles, California 90012.

21 **IT IS SO ORDERED.**

22 Dated: March 15, 2023

23 
24 Hon. Bruce G. Iwasaki
25 Judge of the Superior Court
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