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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

JAMES FLOURNOY, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

PARTNERS PERSONNEL –  
MANAGEMENT SERVICES, LLC, a  
Delaware limited liability company; and  
DOES 1 through 50,

Defendants.

CASE NO. CVRI2102372

**[PROPOSED] JUDGMENT AND  
ORDER GRANTING PLAINTIFF'S  
MOTION FOR SETTLEMENT  
APPROVAL OF CLAIMS  
BROUGHT UNDER THE PAGA,  
REASONABLE ATTORNEY'S  
FEES AND COSTS, AND  
ENHANCEMENT AWARD**

Date: May 9, 2022

Time: 8:30 a.m.

Dept.: 4

**Reservation ID: 938404797838**

Action Filed: May 7, 2021

Trial Date: None Set

1 On May 9, 2022, a hearing was held on Plaintiff James Flourney's ("Plaintiff") Motion  
2 for Approval of a Settlement Agreement Pursuant to California's Private Attorneys General Act  
3 (the "Motion"). The Court having considered all the papers filed and proceedings herein and  
4 otherwise being fully informed, and having made this Judgment which constitutes a final  
5 adjudication of this matter on the merits, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 7 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall  
8 have the same meaning as given in the PAGA Settlement Agreement ("Settlement"),  
9 attached as Exhibit A to the Declaration of Nicholas Rosenthal, filed on April 13,  
10 2022.
- 11 2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (l)(2) and (l)(4), the  
12 Labor and Workforce Development Agency ("LWDA") has been given notice of the  
13 Settlement. Pursuant to the PAGA, on the date the Parties filed the Motion seeking  
14 approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice  
15 of the Settlement enclosing a copy of the Settlement. The Court finds and determines  
16 that Plaintiff's notice of the Settlement complied with the statutory requirements of  
17 the PAGA.
- 18 3. The Court confirms approval of the Settlement as to the following group of  
19 individuals, collectively referred to as the "PAGA Settlement Group Members":  
20 All non-exempt, hourly employees who worked for Defendant in California and were  
21 assigned to the StarCrest from March 3, 2020 to \_\_\_\_\_.
- 22 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA  
23 Settlement Group Members, and over those persons and entities undertaking  
24 affirmative obligations under the Settlement.
- 25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.  
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
- 27 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to  
28 the Settlement Agreement.

- 1 7. The Court finds that each PAGA Settlement Group Member, in accordance with the  
2 Settlement, releases the following “Released Claims” against the Released Parties:  
3 “Any and all claims based on the Private Attorneys General Act (2004), as pleaded in  
4 Plaintiff’s Complaint or that could have been pleaded on the facts as alleged in the  
5 Complaint, during the Covered Period.” The release only extends to pay periods in  
6 which the PAGA Settlement Group Member worked at StarCrest.
- 7 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the  
8 methodology used to calculate and pay each Settlement Share, in accordance with the  
9 Settlement, are fair and reasonable.
- 10 9. The Court authorizes ILYM Group, Inc. to act as the Settlement Administrator.
- 11 10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement  
12 Shares, in accordance with the terms of the Settlement.
- 13 11. The Court awards the Settlement Administrator in this Action its fees and costs of  
14 eight thousand dollars and zero cents (\$8,000.00) in accordance with the terms of the  
15 Settlement Agreement.
- 16 12. The Court awards to Representative Plaintiff a payment of ten thousand dollars and  
17 zero cents (\$10,000.00), which shall be paid to Representative Plaintiff as a PAGA  
18 Representative Enhancement award. In exchange, Representative Plaintiff has agreed  
19 to a general release of all claims that he might have against Defendant, including a  
20 Civil Code section 1542 release.
- 21 13. The Court awards to Plaintiff’s Counsel in this Action its fees of forty one thousand  
22 six hundred sixty-six dollars and zero cents (\$41,666.00) and actual costs of six  
23 thousand four hundred fifty-five dollars and seventy-two cents (\$6,455.72), in  
24 accordance with the terms of the Settlement Agreement.
- 25 14. The Court approves the allocations and payment of One Hundred Twenty Five  
26 Thousand Dollars (\$125,000.00) for the compromise of claims brought under the  
27 PAGA, to be paid in accordance with the terms of the Settlement.  
28

1 15. Under the terms of the Settlement, the Net Settlement Amount is fifty-eight thousand  
2 eight hundred seventy-eight dollars and twenty-eight cents (\$58,878.28). Seventy-  
3 five percent (75%) of the Net Settlement Amount will be paid to the State of  
4 California Labor and Workforce Development Agency (“LWDA Payment”), and the  
5 remaining amount of the Net Settlement Amount shall be distributed to the PAGA  
6 Settlement Group Members in accordance with the terms of the Settlement.

7 16. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid  
8 for one hundred eighty (180) days after issuance. Funds remaining from any checks  
9 for Settlement Shares uncashed after one hundred eighty (180) days will be disbursed  
10 to the California State Controller’s Office Unclaimed Property Fund.

11 17. The Court retains exclusive and continuing jurisdiction over this Action for purposes  
12 of supervising, administering, implementing, interpreting, and enforcing this  
13 Judgment and Order, as well as the Settlement.

14 18. Nothing in this Order and Judgment or the Settlement shall be construed as an  
15 admission or concession by any party. The Settlement and this resulting Judgment  
16 and Order simply represent a compromise of disputed allegations.

17 19. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) days  
18 of the date of this Order.

19 **IT IS SO ORDERED AND ADJUDGED.**

20  
21 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Daniel Ottolia  
Judge of the Superior Court