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22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF RIVERSIDE**

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

26 Plaintiff,

27 vs.

28 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: November 7, 2022

Time: 8:30 a.m.

Dept.: 10

Action Filed: May 7, 2021

Trial Date: None Set

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 14 2022

G. ZAMBRANO

1 On November 7, 2022, a hearing was held on Plaintiff James Flourney's ("Plaintiff")
2 Motion for Approval of a Settlement Agreement Pursuant to California's Private Attorneys
3 General Act (the "Motion"). The Court having considered all the papers filed and proceedings
4 herein and otherwise being fully informed, and having made this Judgment which constitutes a
5 final 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 Amended PAGA Settlement Agreement
9 ("Settlement" or "Settlement Agreement"), attached as Exhibit A to the Declaration
10 of Nicholas Rosenthal, filed on June 30, 2022.
- 11 2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (1)(2) and (1)(4), the
12 Labor and Workforce Development Agency ("LWDA") has been given notice of the
13 Settlement. Pursuant to the PAGA, on June 30, 2022, Plaintiff submitted to the
14 LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds
15 and determines that Plaintiff's notice of the Settlement complied with the statutory
16 requirements of the PAGA.
- 17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the "PAGA Settlement Group Members":
19 All non-exempt, hourly employees who worked for Defendant in California and were
20 assigned to the StarCrest from March 3, 2020 to May 14, 2022.
- 21 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
22 Settlement Group Members, and over those persons and entities undertaking
23 affirmative obligations under the Settlement.
- 24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
25 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
- 26 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
27 the Settlement Agreement.
- 28

- 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. Furthermore, the
7 release does not extend to or otherwise affect the ability of a PAGA Settlement Group
8 Member to bring individual, non-representative claims against the Released Parties
9 for alleged violations of the Labor Code.
- 10 8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the
12 Settlement, are fair and reasonable.
- 13 9. The Court authorizes ILYM Group, Inc. to act as the Settlement Administrator.
- 14 10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement
15 Shares, in accordance with the terms of the Settlement.
- 16 11. The Court awards the Settlement Administrator in this Action its fees and costs of six
17 thousand three hundred dollars and zero cents (\$6,300.00) in accordance with the
18 terms of the Settlement Agreement. This amount is capped and may not exceed
19 \$6,300.00.
- 20 12. The Court awards to Representative Plaintiff a payment of five thousand dollars and
21 zero cents (\$5,000.00), which shall be paid to Representative Plaintiff as a PAGA
22 Representative Enhancement award. In exchange, Representative Plaintiff has agreed
23 to a general release of all claims that he might have against Defendant, including a
24 Civil Code section 1542 release.
- 25 13. The Court awards to Plaintiff's Counsel in this Action its fees of forty-one thousand
26 six hundred sixty-six dollars and zero cents (\$41,666.00) and actual costs of six
27 thousand four hundred fifty-five dollars and seventy-two cents (\$6,455.72), in
28 accordance with the terms of the Settlement Agreement.

1 14. The Court approves the allocations and payment of One Hundred Twenty-Five
2 Thousand Dollars (\$125,000.00) for the compromise of claims brought under the
3 PAGA, to be paid in accordance with the terms of the Settlement.

4 15. Under the terms of the Settlement, the Net Settlement Amount is Sixty-Five Thousand
5 Five Hundred Seventy-Eight dollars and Twenty-Eight cents (\$65,578.28). Seventy-
6 five percent (75%) of the Net Settlement Amount will be paid to the State of
7 California Labor and Workforce Development Agency ("LWDA Payment"), and the
8 remaining amount of the Net Settlement Amount shall be distributed to the PAGA
9 Settlement Group Members in accordance with the terms of the Settlement.

10 16. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid
11 for one hundred eighty (180) days after issuance. Funds remaining from any checks
12 for Settlement Shares uncashed after one hundred eighty (180) days will be disbursed
13 to the California Labor Workforce and Development Agency.

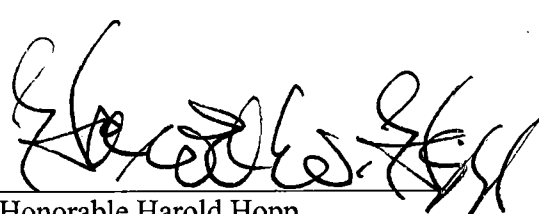
14 17. The Court retains exclusive and continuing jurisdiction over this Action for purposes
15 of supervising, administering, implementing, interpreting, and enforcing this
16 Judgment and Order, as well as the Settlement.

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

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

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

23
24 Dated: 11/7/22

25 
26 Honorable Harold Hopp
27 Judge of the Superior Court
28