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Superior Court of California
County of Los Angeles

DEC 12 2022

Sheri R. Carter, Executive Officer/Clerk of Court

By: Roxanne Arraiga, Deputy

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

TAMARA JONES on behalf of) Case No.: 19STCV43097
herself and others similarly)
situated,)
)
Plaintiff,)
)
vs.) JUDGMENT
)
WESTWAYS STAFFING SERVICES,)
INC.; HAROLD STERLING; and DOES)
1-20 inclusive,)
)
Defendants.)
)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on July 8, 2022.

1 B. The Court granted final approval of the Settlement
2 Agreement on December 7, 2022, certified the settlement class
3 with five opt outs: Annie Orense, Kyung Park, Georgana
4 Roundtree, Carina Stanescu, and Zhaohui Tan, and found that the
5 Settlement Agreement was fair, adequate and reasonable.

6 C. The Court defined the following:

7 "Class": all non-exempt employees working for Defendant
8 Westways Staffing Services, Inc. who were assigned to work at
9 any healthcare facility inside California during the Class
10 Period. There are approximately 4,221 Class Members who have
11 worked approximately 416,197 workdays during the Class Period.
12 (Settlement Agreement, ¶I.B.)

13 "Class Period": December 3, 2015 through September 4,
14 2021. (¶I.D.)

15 "PAGA Members": all non-exempt employees working for
16 Defendant Westways Staffing Services, Inc. who were assigned to
17 work at any healthcare facility inside California during the
18 PAGA Period. The PAGA Members are a subset of the Class Members.
19 (¶I.DD.)

20 "PAGA Period": July 12, 2020 through September 4, 2021.
21 (¶I.EE.)

22 IT IS ORDERED, ADJUDGED AND DECREED as follows:

23 1. Plaintiff Tamara Jones on behalf of herself and others
24 similarly situated, shall take from Defendants Westways Staffing
25

1 Services, Inc. and Harold Sterling, as set forth in the Parties'
2 Settlement Agreement and the Court's Approval Order entered
3 December 7, 2022.

4 2. Defendants shall pay Plaintiffs the Gross Settlement
5 Amount of \$3,740,116 (after the escalator clause was invoked).
6 The Net Settlement Amount ("Net") is the GSA minus the
7 following:

- 8 a. \$1,246,581 (1/3) for attorney fees to Class
9 Counsel, Shakouri Law Firm;
- 10 b. \$13,274 for litigation costs to Class Counsel;
- 11 c. \$10,000 for Incentive Awards to the class
12 representatives, Bruntina Marcelus and Tamara Jones (\$5,000 x2);
- 13 d. \$30,000 for settlement administration costs to
14 Phoenix Class Action Administration Solutions;
- 15 e. \$56,250 (75% of the \$75,000 PAGA penalty) to the
16 LWDA.
17

18 Employer share of the payroll taxes on the taxable portion
19 of the settlement payments shall be paid separately from the GSA
20 by Defendant.

21 3. Upon the Effective Date and funding in full of the
22 Gross Settlement Amount by Defendants, all Participating Class
23 Members who do not timely and validly opt out shall be deemed to
24 have fully and finally released all claims, causes of action,
25 damages, wages, benefits, expenses, penalties, debts,

1 liabilities, demands, obligations, attorneys' fees, costs, and
2 any other form of relief or remedy in law, equity, or whatever
3 kind of nature against all Released Parties that were alleged or
4 that could have been alleged based on the facts asserted in in
5 the operative Complaint that occurred during the Class Period,
6 including, all claims for failure to reimburse business
7 expenses, unauthorized deductions from wages, failure to pay for
8 all hours worked, failure to pay overtime, failure to pay
9 minimum wage, failure to authorize and/or permit meal breaks,
10 failure to authorize and/or permit rest breaks, waiting time
11 penalties, unfair business practices, the Private Attorneys
12 General Act of 2004, Labor Code sections 2802, 221, 223, 200,
13 226, 500, 1197, 1198, 510, 1194, 226.7, 512, 201, 202, 203, 2699
14 et seq., and the applicable Wage Orders, and Business &
15 Professions Code section 17200. The release expressly excludes
16 all other claims, including claims for vested benefits, wrongful
17 termination, unemployment insurance, disability, social
18 security, workers' compensation, and claims outside of the Class
19 Period, and the Released PAGA Claims. This release shall be
20 referred to here is the "Released Class Claims." (§III.F.1.)

21
22 Upon the Effective Date and funding in full of the Gross
23 Settlement Amount by Defendants, all PAGA Members shall also
24 release all Released Parties from all Released PAGA Claims,
25 irrespective of whether they opted-out of the Settlement, and

1 will be bound by this PAGA Release. The Released PAGA Claims are
2 defined as the claims asserted by PAGA Members for alleged
3 violations of the California Labor Code and IWC Wage Order
4 provisions identified in the PAGA Notice sent to the LWDA by
5 Plaintiff Marcelus and further identified in the operative
6 Complaint that are alleged to have occurred during the PAGA
7 Period ("Released PAGA Claims"). (Ibid.)

8 "Released Parties" means Defendants and Defendant Westways
9 Staffing Services, Inc.'s former, present and future owners,
10 parents, subsidiaries, and all of its current, former and future
11 officers, directors, members, managers, employees, consultants,
12 partners, shareholders, joint venturers, agents, clients,
13 successors, assigns, accountants, insurers, or legal
14 representatives. Any of the Released Parties individually shall
15 be referred to as a "Released Party." (§I.Z)

17 The Class Representative provides a general release and
18 Civil Code §1542 waiver. (§III.F.3.)

19 4. All uncashed settlement checks, plus interest, must be
20 delivered to the California State Controller's Unclaimed
21 Property Division in the name of the Class Member/Aggrieved
22 Employee who did not cash his or her check.

23 5. Pursuant to California Rules of Court, Rule 3.769(h),
24 the Court retains jurisdiction over the parties with respect to
25

1 enforcement of this Judgment under California Code of Civil
2 Procedure Section 664.6.

3 CLERK TO GIVE NOTICE.

4 DATED: December 12, 2022

6 **YVETTE M. PALAZUELOS**
7 YVETTE M. PALAZUELOS
8 JUDGE OF THE SUPERIOR COURT
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