

1 ZACHARY CROSNER (SBN 272295)
2 MICHAEL CROSNER (SBN 41294)
3 NIKKI TRENNER (SBN 316007)
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Suite 301
4 Beverly Hills, CA 90210
Tel. (866) 496-5818
5 Fac. (818) 700-9973

6 Attorneys for Plaintiffs LAUREN EDWARDS and
7 JARON HAYGOOD

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF ORANGE**
11

12 LAUREN EDWARDS, on behalf of herself and
13 all similarly situated aggrieved employees,
14 Plaintiffs,

15 Plaintiff,
16 vs.

17 CAREERSTAFF UNLIMITED, LLC, a
18 Delaware limited liability company; REYES
19 COCA-COLA BOTTLING, LLC, a Delaware
20 limited liability company; GHC PAYROLL,
21 LLC, a Delaware limited liability company;
22 GENESIS ADMINISTRATIVE SERVICES,
23 LLC a Delaware limited liability company;
24 GENESIS HEALTHCARE INC., a Delaware
corporation; GENESIS HEALTHCARE, LLC,
a Delaware limited liability company; and
DOES 1-100,

25 Defendants.
26
27
28

CASE NO. 30-2020-01176349-CU-OE-CXC

Assigned for All Purposes to:
Hon. Randall J. Sherman
Dept. CX-105

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR APPROVAL
OF SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT**

1 **TO ALL PARTIES, TO THEIR ATTORNEYS OF RECORD, AND TO THE LABOR &**
2 **WORKFORCE DEVELOPMENT AGENCY:**

3 **PLEASE TAKE NOTICE THAT** on July 21, 2023 the Court entered its Order granting
4 Plaintiff's Motion for Approval of Settlement Under Private Attorneys General Act, and
5 further scheduled a compliance hearing for May 26, 2024, at 8:30 a.m., in Department
6 CX105 of the above-captioned Court. A true copy of the Court's Order is attached hereto as Exhibit
7 A.

8
9 Dated: July 26, 2023

CROSNER LEGAL, PC

10
11 By: 
12 Zach Crosner
13 Jamie Serb
14 Nikki Trenner
15 Attorneys for Plaintiffs LAUREN EDWARDS
16 and JARON HAYGOOD
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT

A

1 ZACHARY CROSNER (SBN 272295)
2 CROSNER LEGAL, P.C.
3 9440 Santa Monica Blvd., Suite 301
4 Beverly Hills, CA 90210
5 Tel. (310) 496-5818
6 Fac. (818) 700-9973

7 Attorneys for Plaintiffs LAUREN EDWARDS and
8 JARON HAYGOOD

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF ORANGE**

11 LAUREN EDWARDS, on behalf of herself and
12 all similarly situated aggrieved employees,

13 Plaintiff,
14 vs.

15 CAREERSTAFF UNLIMITED, LLC, a
16 Delaware limited liability company; REYES
17 COCA-COLA BOTTLING, LLC, a Delaware
18 limited liability company; GHC PAYROLL,
19 LLC, a Delaware limited liability company;
20 GENESIS ADMINISTRATIVE SERVICES,
21 LLC a Delaware limited liability company;
22 GENESIS HEALTHCARE INC., a Delaware
23 corporation; GENESIS HEALTHCARE, LLC,
24 a Delaware limited liability company; and
25 DOES 1-100,

26 Defendants.

CASE NO. 30-2020-01176349-CU-OE-CXC

Assigned for All Purposes to:
Hon. Randall J. Sherman
Dept. CX-105

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT THEREON

Date: July 21, 2023
Time: 10:00 a.m.
Dept. CX-105

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiffs Lauren Edwards’s and Jaron Haygood’s continued Motion for Approval of
3 Settlement under PAGA came before this Court on July 21, 2023.

4 Plaintiffs’ Second Amended Complaint seeks civil penalties on behalf of the State of
5 California and similarly situated aggrieved employees as authorized by PAGA under Labor
6 Code § 2699, in relation to alleged violations of the predicate statutes set forth in the operative
7 complaint, Plaintiff Edwards’s letters to the Labor Workforce & Development Agency
8 (“LWDA”) and Defendant CareerStaff Unlimited, Inc. (“CareerStaff”) dated October 7, 2020
9 and April 19, 2021, and Plaintiff Haygood’s letters to the LWDA and CareerStaff dated
10 September 30, 2021 and October 11, 2021 (collectively, the “LWDA Notices”), on behalf of all
11 non-exempt employees who worked for CareerStaff in California during the PAGA Period of
12 October 24, 2019 to October 9, 2022.

13 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
14 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
15 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
16 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
17 papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing,
18 **HEREBY ORDERS AS FOLLOWS:**

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
21 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
22 terms, as fair, reasonable, and adequate, except as to the enhancement amounts;
- 23 3. The Court finds further that Plaintiffs, acting on behalf of themselves and the State of
24 California, by operation of this Order and Judgment, hereby release and forever discharge Defendant and
25 the Released Entities (as defined in the Settlement Agreement) from all claims for PAGA penalties that
26 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
27 the Operative Complaint and Plaintiffs’ respective PAGA Notices including failure to authorize
28 and permit meal periods; failure to provide rest periods; failure to pay minimum wage for all

1 hours worked; failure to pay overtime; failure to provide accurate, itemized wage statements;
2 failure to keep accurate and complete business records; failure to provide paid sick leave; failure
3 to provide notice of paid sick leave rights; unlawful labor conditions; failure to reimburse
4 business expenses; failure to pay statutory wages; failure to timely pay wages during
5 employment; and failure to timely pay wages upon termination. Aggrieved Employees shall
6 release the Released Claims for the entire PAGA Period with respect to all pay periods in which
7 they were employed or jointly employed by one or more of the Released Entities. The Released
8 Claims do not include any claims that cannot be released as matter of law.

9 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
10 State of California as to those claims brought in the Action, and might bar as a matter of law any claim
11 under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of
12 California, as to the Released Claims and Released Parties.

13 5. The Court finds further that Plaintiffs shall release, relinquish, and discharge, and by
14 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
15 discharged all of their individual (non-PAGA) claims as against all Released Entities, as set forth in the
16 Settlement Agreement;

17 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
18 Defendant is directed to make all payments required by the Settlement Agreement;

19 7. Under the Settlement Agreement, Defendant agrees to pay Eight Hundred Twenty Five
20 Thousand Dollars and No Cents (\$825,000.00) (the “Gross Settlement Amount”) within fifteen (15) days
21 of the Effective Date, provided that the other requirements of the Settlement Agreement have occurred and
22 the Effective Date of settlement has passed. The Gross Settlement Amount is inclusive of payments to the
23 LWDA and Aggrieved Employees, enhancement awards to Plaintiffs, Attorney’s Fees and Costs, and
24 Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiffs each
25 request a representative enhancement award of \$7,500.00, and Plaintiffs’ Counsel requests an award of
26 attorney’s fees of \$275,000.00 and reimbursement of actual litigation expenses of \$15,000. Defendant
27 does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and
28 adequate, and approves each of these payments, except as to the enhancement amounts, and directs the

1 Settlement Administrator to make the following payments from the Gross Settlement Amount:

2 a. \$275,000.00 in attorney's fees to Crosner Legal, PC;

3 b. \$15,000.00 in litigation costs to Crosner Legal, PC;

4 c. \$2,500.00 ~~7,500.00~~ to Plaintiff Lauren Edwards and \$2,500.00 ~~\$7,500.00~~ to Plaintiff Jaron

5 Haygood as representative enhancements for their services as the named plaintiffs in this matter, and in

6 consideration of their full general release of claims and waiver of Civil Code section 1542; and

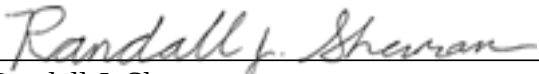
7 d. \$8,000.00 in administration costs to Simpluris, Inc.;

8 8. After deducting the foregoing payments, the estimated remainder of approximately
9 \$522,000 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the
10 NSA will then be distributed 75 percent (approximately \$391,500.00) to the LWDA, and the remaining 25
11 percent (approximately \$130,500.00) to the Aggrieved Employees on a pro rata basis, as set forth in the
12 Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to
13 issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set
14 forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement
15 Agreement; and

16 9. This document shall constitute a Judgment for purposes of California Rule of Court
17 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
18 purpose of supervising implementation, enforcement, construction, administration, and interpretation of the
19 Settlement Agreement and this Judgment.

20
21 **IT IS SO ORDERED.**

22
23
24 Dated: **July 21, 2023**


Randall J. Sherman
Judge of the Superior Court

1 PROOF OF SERVICE
2 *LAUREN EDWARDS vs. CAREERSTAFF UNLIMITED, LLC et al.*
3 *Orange County Superior Court Case No. 30-2020-01176349-CU-OE-CXC*

4 At the time of service, I was over 18 years of age and not a party to this action. I am
5 employed in the County of Los Angeles, State of California. My business address is 9440 Santa
6 Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

7 On July 26, 2023, I served true copies of the following document(s) described as

8 **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR APPROVAL OF**
9 **SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT**

10 on the interested parties in this action as follows:

11 SEE ATTACHED SERVICE LIST

12 ☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced
13 document(s) to the interested parties in this action by electronic transmission. Said electronic
14 transmission was reported as complete and without error.

15 I declare under penalty of perjury under the laws of the United States of America that the
16 foregoing is true and correct and that I am employed in the office of a member of the bar of this
17 Court at whose direction the service was made.

18 Executed on July 26, 2023, at Los Angeles, California.

19 
20 _____
21 Maria Monterrey
22
23
24
25
26
27
28

SERVICE LIST

LAUREN EDWARDS vs. CAREERSTAFF UNLIMITED, LLC et al.

Orange County Superior Court Case No. 30-2020-01176349-CU-OE-CXC

Lara C. DeLeon

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

600 Anton Blvd. 11th Floor

Costa Mesa, CA 92626

Telephone: (949) 743-3979

Facsimile: (949) 743-3934

ldeleon@constangy.com

Attorneys for Defendant

CAREERSTAFF UNLIMITED, LLC

Matthew Scholl

**CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP**

2029 Century Park East, Suite 1100

Los Angeles, CA 90067

Telephone: (310) 909-7775

Facsimile: (424) 465-6630

mscholl@constangy.com

**CALIFORNIA LABOR & WORKFORCE
DEVELOPMENT AGENCY**

ATTN: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

PAGAFilings@dir.ca.gov