

SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. [SBN 242072]

ash@shakourilawfirm.com

401 Wilshire Blvd., 12th Floor

Santa Monica, California 90401

Telephone: (424) 252-4711

Attorneys for Plaintiffs

FILED

KERN COUNTY SUPERIOR COURT

07/23/2024

BY Fogerson, Vickie

DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**SUPERIOR COURT OF KERN**SHIRLEY BALES, on behalf of herself and
others similarly situated

Plaintiff,

v.

TRIAGE HEALTHCARE STAFFING, LLC;
and DOES 1-20, inclusive

Defendants.

Case No.: BCV-22-100045

*Assigned for all purposes to Hon. Bernard C.
Barmann, Jr., Bakersfield Division H***~~PROPOSED~~ ORDER****GRANTING APPROVAL OF THE
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT; AND
JUDGMENT THEREON**

Hearing Date: July 23, 2024

Hearing Time: 8:30 a.m.

Division: H

Complaint Filed: January 6, 2022

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

1. The Court HEREBY APPROVES AND CONFIRMS the civil penalties and release of claims provided for in the PAGA Settlement Agreement (“Settlement Agreement,” or “Settlement”) reached between Plaintiffs and Defendant Triage Healthcare Staffing, LLC (“Defendant”), which is attached to the Declaration of Ashkan Shakouri in Support of the Motion.

3. The Court hereby finds that the Settlement is fair, reasonable and adequate, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms'-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to Plaintiffs, the State of California, and all Aggrieved Employees. The Court also finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the released claims against Defendant and the Released Parties.

2

1 5. The Court designates Phoenix Class Action Administration Solutions as the third-
2 party Administrator (“the Administrator”) for distribution of the Gross Settlement Amount and other
3 duties set forth in the Settlement Agreement.

4 6. The Court designates Shakouri Law Firm as PAGA Counsel pursuant to the
5 Settlement Agreement.

6 7. Within twenty-one (21) calendar days after the Approval Order, Defendant shall
7 provide the Administrator with Aggrieved Employees Data, including each Aggrieved Employee’s
8 name, last-known mailing address, Social Security number, and number of pay periods worked
9 during the PAGA Period.

10 8. Within twenty-one (21) days of the Effective Date, Defendant shall fully fund the
11 Gross Settlement Amount by transmitting all of the said funds to the Administrator.

12 9. The Court finds all the amounts to be distributed by the Settlement Agreement to be
13 fair and reasonable. Accordingly, within fourteen (14) calendar days of the full funding of the Gross
14 Settlement Amount, the Administrator shall distribute said Gross Settlement Amount as provided
15 in the Settlement and set forth below:

- 16 a. \$612,500 to PAGA Counsel for PAGA Counsel Fees Payment, which is thirty-five
17 percent (35%) of the Gross Settlement Amount, and \$17,200 to PAGA Counsel for
18 PAGA Counsel Litigation Expenses Payment, with both amounts to be deducted from
19 the Gross Settlement Amount as final payment for and complete satisfaction of any and
20 all attorneys’ fees and costs incurred by and/or owed to PAGA Counsel related to the
21 Action;
- 22 b. \$10,000 to each Plaintiff from the Gross Settlement Amount, to compensate each
23 Plaintiff for their services in prosecuting the Action and performing work in support of
24 the Action (“Plaintiffs’ PAGA Service Payments”);
- 25 c. \$12,000 to the Administrator from the Gross Settlement Amount for administration
26 expenses incurred by the Administrator (“Administration Expenses Payment”); and
- 27 d. The PAGA Penalties in the amount of \$1,088,300 shall be distributed to the LWDA and
28 Aggrieved Employees, with 75% of the PAGA Penalties (\$816,225) to be distributed to
the LWDA, and 25% of the PAGA Penalties (\$272,075) to be distributed to the

1 Aggrieved Employees on a *pro rata* basis based on the number of pay periods worked
2 by each Aggrieved Employee during the PAGA Period. The Administrator shall mail
3 each Aggrieved Employee their Individual PAGA Payment check.

4 10. All checks to Aggrieved Employees shall remain valid and negotiable for 180 days
5 from the date of their issuance. If any checks are not cashed within 180 days of mailing, those funds
6 shall be transmitted to the California Controller's Unclaimed Property Fund pursuant to the
7 Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.*, for the benefit
8 of those Aggrieved Employees who did not cash their checks until such time that they claim their
9 property.

10 11. Upon the date the Court enters this Judgment and Defendant fully funds the Gross
11 Settlement Amount, Plaintiffs and their respective former and present spouses, representatives,
12 agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns
13 generally, release and discharge Defendant and each of its former and present directors, officers,
14 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
15 and affiliates ("Released Parties") from all claims, transactions, or occurrences that occurred during
16 the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have
17 been, alleged, based on the facts or legal theories contained in the Operative Complaint and the
18 PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Releases do not extend to any claims or actions to
19 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
20 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
21 occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or
22 law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true
23 but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
24 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

25 12. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of
26 Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the provisions, rights, and
27 benefits, if any, of section 1542 of the California Civil Code, which reads:

28 A general release does not extend to claims that the creditor or releasing party does
not know or suspect to exist in his or her favor at the time of executing the release,

1 and that if known by him or her would have materially affected his or her settlement
2 with the debtor or Released Party.

3 13. Upon the date the Court enters Judgment and Defendant fully funds the Gross
4 Settlement Amount, all Aggrieved Employees are deemed to release, to the fullest extent permitted
5 by law, on behalf of themselves and their respective former and present representatives, agents,
6 attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims
7 arising under the PAGA during the PAGA Period that were alleged, or that reasonably could have
8 been alleged, based on the facts or legal theories stated in the Operative Complaint and/or the PAGA
9 Notices.

10 14. The Court finds that Plaintiffs gave notice to the LWDA and to Defendant of their
11 intention to pursue claims for civil penalties under PAGA arising out of the facts and legal theories
12 alleged in the Action, that the LWDA did not give notice that it intended to investigate these claims
13 within 65 days of receiving Plaintiffs' notices, and that Plaintiffs are therefore authorized to pursue
14 these claims on behalf of the LWDA. The Court further finds that each Plaintiff gave notice of this
15 proposed Settlement of those claims under PAGA to the LWDA in accordance with Labor Code
16 Section 2699(1)(2), and that the LWDA has not expressed any objection to the proposed Settlement.
17 Accordingly, this Judgment also bars the LWDA, any other agency of the State of California or any
18 person acting on its behalf, or any Aggrieved Employees from collecting any penalties due to any
19 of them to the extent those penalties arise out of the Released PAGA Claims or the facts giving rise
20 to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-986 (2009).

21 15. PAGA Counsel is directed to submit a copy of this Order and Judgment to the LWDA
22 within ten (10) calendar days of entry of the Judgment.

23 16. Without affecting the finality of this Order and Judgment, the Court shall retain
24 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
25 implementation and enforcement of the terms of the Settlement Agreement pursuant to Civil
26 Procedure Section 664.6. Except as provided to the contrary herein, any disputes or controversies
27 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
28 Agreement shall be presented to the Court for resolution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: July 23, 2024



HON. BERNARD C. BARMANN, JR.
JUDGE OF THE SUPERIOR COURT

Signed: 7/23/2024 08:55 AM

BCV-22-100045
SHIRLEY BALES, ON BEHALF OF HERSELF
AND OTHERS SIMILARLY SITUATED VS
TRIAGE HEALTHCARE STAFFING, LLC