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

JESSICA WILLIAMS and ROCHEL
MINOR on behalf of themselves and all
others similarly situated,

Plaintiff,

vs.

TWOMAGNETS INC. d/b/a CLIPBOARD
HEALTH, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 22STCV10645

ASSIGNED FOR ALL PURPOSES TO:
Judge: Timothy Patrick Dillon
Dept.: 15
Class Action

**[PROPOSED] ORDER AND JUDGEMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

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WHEREAS, Jessica Williams and Rochell Minor, through an unopposed motion for final approval, have applied to this Court for an order and judgment of final approval of the settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), which sets forth the terms and conditions for a proposed settlement and final resolution of the Action upon the terms and conditions set forth therein; and

NOW, THEREFORE, IT IS HEREBY ORDERED:

2. This Court has jurisdiction over the subject matter of this litigation and over the Parties to this litigation, including all Class Members.

4. The Class Period in this matter means the Main Class Period and the 2802 Class Period.

1 5. The Court finds that, for purposes of this settlement, Aggrieved Employees shall
2 mean the Main PAGA Group and the 2802 PAGA Group, defined as, a) Main PAGA Group:
3 means all individuals who were classified as independent contractors and worked a shift in
4 California booked through Defendant's marketplace at any time from May 17, 2022, through May
5 31, 2024, ("Main PAGA Period"); and b) 2802 PAGA Group means all individuals who were
6 classified as independent contractors and worked a shift in California booked through
7 Defendant's marketplace at any time from March 28, 2021, through May 16, 2022 ("2802 PAGA
8 Period").

9 6. The Court finds the distribution of the Court Approved Notice of Class Action
10 Settlement and Hearing Date for Final Approval ("Class Notice") has been completed. The Class
11 Notice constituted notice that was reasonably calculated under the circumstances to best apprise
12 Class Members of the pendency of the Action, the Settlement and its terms, and their right to
13 exclude themselves from or object to the proposed Settlement and to appear at the Final Approval
14 Hearing. The Class Notice was reasonable and constituted due, adequate, and sufficient notice to
15 all persons entitled to receive notice and met all applicable requirements of due process, and any
16 other applicable rules or law. The Class Notice fully satisfies due process requirements. The Class
17 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who
18 could be identified through reasonable effort. As executed, the Class Notice was the best notice
19 practicable under the circumstances.

20 7. The Court finds that the Labor & Workforce Development Agency ("LWDA") has
21 been provided timely and adequate notice of the proceedings in this matter and has made no
22 objections to the proceedings or to the Settlement of this matter.

23 8. The Court finds that there have been two (2) Request for Exclusions from, and no
24 Objections to, the Settlement.

25 9. The Court hereby approves the terms set forth in the Settlement Agreement and
26 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
27 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
28 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length

1 negotiations. The Court further finds that the parties have conducted extensive investigation and
2 research, and their attorneys were able to reasonably evaluate their respective positions. The
3 Court also finds that settlement now will avoid additional and potentially substantial litigation
4 costs, as well as delay and risks if the parties were to continue to litigate the case. The Court has
5 reviewed the monetary recovery being provided as part of the Settlement and recognizes the value
6 accorded to Class Members.

7 10. Neither this Settlement Agreement nor this Order is an admission by Defendant or
8 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
9 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
10 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of any
11 fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

12 11. Defendant shall fund the Settlement, and the Settlement Administrator will
13 distribute settlement payments, pursuant to the procedures described in the Settlement
14 Agreement.

15 12. The Court confirms Named Plaintiffs Jessica Williams and Rochell Minor as the
16 Class Representatives. The Court hereby approves the Class Representative Service Payments of
17 Ten Thousand Dollars (\$10,000) each to Plaintiffs Jessica Williams and Rochell Minor. The
18 Court finds that these amounts are fair and reasonable in light of Plaintiffs' contributions to the
19 litigation and risks absorbed. The payment of the Class Representative Service Payments shall be
20 made in accordance with the terms of the Settlement.

21 13. The Court hereby confirms James Hawkins, Isandra Fernandez, and Lance Dacre,
22 of James Hawkins APLC and Hali M. Anderson and Samara A. Bahu of ARCH Legal, as Class
23 Counsel.

24 14. The Court hereby awards attorneys' fees in the amount of Two Million Dollars
25 (\$2,000,000) (i.e., 1/3 of the Gross Settlement Amount of Six Million Dollars (\$6,000,000) and
26 costs and expenses of Thirty-Eight Thousand Dollars and Forty- Seven Cents (\$38,000.47) to
27 Class Counsel. The Court finds that the attorneys' fees and costs requested were reasonable in
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light of the relevant factors under California law. The payment of fees and costs to Class Counsel shall be made in accordance with the terms of the Settlement.

15. The Court grants final approval of the payment of Two Hundred Thousand Dollars (\$200,000) in penalties under the Private Attorneys General Act (“PAGA”) Lab. Code § 2699 *et seq.* Of that amount, 75% (\$150,000) will be allocated to the LWDA PAGA Payment and 25% (\$50,000) allocated to the Individual PAGA Payments. The payments authorized by this paragraph shall be made in accordance with the terms of the Settlement.

16. The Court further approves the payment of Sixty-Eighty Thousand Five Hundred Dollars (\$68,500) to CPT Group, Inc. as the settlement Administrator for the fees and costs of administering the settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement.

17. Defendant shall have no further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

18. The findings and orders herein comprise the Judgment in this matter and is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable.

19. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section 664.6, the Court shall have and retain continuing jurisdiction over this action and the parties and Class Members, including after the entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order and Judgment.

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1 20. Counsel shall submit a Final Accounting Report at least ten (10) calendar days
2 prior to the date of the Final Accounting.

3 21. The Court sets a Final Accounting Hearing on October 16, 2026, at 10:00 a.m. in
4 Department 15 of the above-entitled court.

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6 **IT IS SO ORDERED.**

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8 **Dated:** _____

Hon. Timothy P. Dillon
Judge of the Los Angeles County Superior Court