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Superior Court of California
County of Los Angeles

06/26/2025

David W. Stryker, Executive Officer / Clerk of Court

By: N. Navarro Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

GUADALUPE D. LARIOS, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

IHEALTH LABS INC., a California
corporation; SILICON VALLEY
TECHNICAL STAFFING, a California
corporation; and DOES 1 to 10, inclusive,

Defendants.

Case No.: 23STCV14481

[Assigned for all purposes to Hon. Laura A.
Seigle, Department 17]

**~~(REVISED)~~ ~~(PROPOSED)~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE PAGA
ACTION SETTLEMENT AND ENTRY OF
JUDGMENT**

Date: June 26, 2025

Time: 9:00 a.m.

Department: 17

Complaint Filed: June 21, 2023

FAC Filed: November 8, 2023

SAC Filed: September 4, 2024

Trial Date: None

**~~(PROPOSED)~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE PAGA ACTION SETTLEMENT AND ENTRY OF JUDGMENT**

1 Plaintiff Guadalupe D Larios' ("Plaintiff") Motion for Final Approval of Class and
2 Representative PAGA Action Settlement and for award of Attorneys' Fees and Costs, the Class
3 Representative Enhancement Award, and Settlement Administration Costs (collectively "Motion
4 for Final Approval") has come before Department 17 of the Los Angeles Superior Court for the
5 State of California, located at 312 N. Spring St., Los Angeles, CA 90012.

6 On February 26, 2025, the Court granted Plaintiff's Motion for Preliminary Approval of
7 Class and Representative PAGA Action Settlement, entering an Order Granting Preliminary
8 Approval Of Class And Representative PAGA Action Settlement ("Preliminary Approval Order"),
9 thereby preliminarily approving the Settlement of the above-captioned action ("Civil Action") in
10 accordance with the Amended Class Action and Representative PAGA Action Settlement
11 Agreement ("Agreement"), which, together with the exhibits annexed thereto, sets forth the terms
12 and conditions for Settlement and judgment of the Civil Action.

13 The Motion for Final Approval was unopposed. Having considered the Motion for Final
14 Approval, the Agreement, the supporting Declarations, and all other materials properly before the
15 Court, and due and adequate notice having been given to the Class Members and PAGA
16 Employees, and the Court having considered all papers filed and proceedings had herein and all
17 oral and written comments received regarding the proposed settlement, and having reviewed the
18 record in this Civil Action, and good cause appearing,

19 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

20 1. Plaintiff and Defendants iHealth Labs Inc. and Silicon Valley Technical Staffing
21 ("Defendants") are collectively referred to herein as the "Parties."

22 2. The Court, for the purposes of this Order, adopts all defined terms as set forth in
23 the Agreement filed in this case.

24 3. The Court has jurisdiction over the subject matter of the Civil Action, the Class
25 Representative, the Class Members, the PAGA Employees, and Defendants.

26 4. The Court finds that the distribution of the Notice of Class Action and PAGA
27 Settlement ("Notice"), as provided for in the Preliminary Approval Order, constituted the best
28 notice practicable under the circumstances to all Class Members and PAGA Employees and fully

1 met the requirements of California law and due process under the California and United States
2 Constitution. Based on evidence and other material submitted, the actual notice to the Class and
3 PAGA Employees was adequate.

4 5. The Court approves the Settlement in the amount of \$215,000.00, as set forth in
5 the Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as
6 to the Parties. The Parties are directed to perform in accordance with the terms set forth in the
7 Agreement.

8 6. The Parties are to bear their own fees and costs, except as otherwise provided in
9 the Agreement.

10 7. For purposes of effectuating this Order, this Court has certified the following
11 Class: All current and former non-exempt employees of SVS who were placed on assignment to
12 perform work at iHealth in California during the Class Period [*i.e.*, August 17, 2022 through
13 August 17, 2023]. Likewise, the PAGA Employees are defined as: All current and former non-
14 exempt employees of SVS who were placed on assignment to perform work at iHealth in
15 California during the PAGA Period [*i.e.*, August 17, 2022 through August 17, 2023].

16 8. Pursuant to the Agreement, with respect to the Participating Class Members for
17 purposes of approving this Settlement, this Court finds and concludes that:

- 18 a. The Class is so numerous that joinder of all members is impracticable;
- 19 b. There are questions of law or fact common to the Class, which predominate
20 over the questions affecting only individual members;
- 21 c. The claims or defenses of Plaintiff are typical of the claims or defenses of
22 the Class; and
- 23 d. Plaintiff and her counsel – Marcus Bradley and Kiley Grombacher of
24 Bradley/Grombacher, LLP and Garen Majarian and Sahag Majarian of
25 Majarian Law Group APC (“Class/PAGA Counsel”) – will fairly and
26 adequately protect the interests of the Class.

27 9. By this Order, the Class Representative shall release, relinquish, and discharge, and
28 each of the Participating Class Members shall be deemed to have, and by operation of this Order

1 and the attendant Judgment shall have, fully, finally, and forever released, relinquished, and
2 discharged all Class Released Claims, as defined in the Agreement.

3 10. By this Order, Plaintiff and the LWDA shall release, relinquish, and discharge, and
4 each of the PAGA Employees shall be deemed to have, and by operation of this Order and the
5 attendant Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
6 PAGA Released Claims, as defined in the Agreement.

7 11. Neither the Agreement nor the Settlement contained therein, nor any act performed
8 or document executed pursuant to or in furtherance of the Agreement or the settlement (i) is or
9 may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the
10 Class Released Claims or the PAGA Released Claims, or of any wrongdoing or liability of
11 Defendants or any of the Released Parties, as defined in the Agreement; (ii) is or may be deemed
12 to be or may be used as an admission of, or evidence of, any fault or omission of Defendants or
13 any of the Released Parties in any civil, criminal, or administrative proceeding in any court,
14 administrative agency, or other tribunal. Defendants or any of the Released Parties may file the
15 Agreement and/or this Order and the attendant Judgment from this Civil Action in any other action
16 that may be brought against it or them in order to support a defense or counterclaim based on
17 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
18 reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19 12. There are 217 Participating Class Members representing 100% of the Class (with
20 no Opt Outs) that are entitled to payment pursuant to this Order and the attendant Judgment. The
21 PAGA Employees have no right to opt out or request exclusion, and will be bound by this Order
22 and the attendant Judgment. Neither this Order nor the attendant Judgment will result in the
23 creation of any unpaid residue or residual.

24 13. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
25 awards the payments set forth below from the Settlement Amount:

- 26 a. \$71,595.00 to Class/PAGA Counsel for attorneys' fees and \$13,138.59 for costs;
27 b. \$7,500.00 to Plaintiff Guadalupe Larios as a Class Representative Enhancement
28 Award;

- 1 c. \$7,950.00 to the Settlement Administrator;
- 2 d. \$20,000.00 as civil penalties under PAGA, with \$15,000.00 to be paid to the
- 3 LWDA and the remaining \$5,000.00 to be distributed to the PAGA Employees;
- 4 e. After deducting the foregoing payments, the remainder shall form the Net
- 5 Settlement Amount payable to Participating Class Members for the value of their
- 6 Individual Settlement Payments in accordance with the Agreement and as
- 7 calculated by the Settlement Administrator;

8 14. Defendants are directed to make payments in accordance with the Parties'

9 Settlement, by and through the Settlement Administrator, in accordance with the Agreement,

10 within thirty (30) days after the Effective Date ("Funding Date"), as defined in paragraph 78 of

11 the Agreement. The Settlement Administrator is directed to calculate the Individual Settlement

12 Payments from the Net Class Settlement Amount and the PAGA Payment Shares from the Net

13 PAGA Settlement Amount and issue all payments in accordance with the terms set forth in the

14 Agreement.

15 15. Following the expiration of the distribution of Individual Settlement Payments to

16 Participating Class Members and PAGA Employees and deadline for them to cash checks, any

17 unclaimed funds will be issued to the California Unclaimed property department in the name of

18 the Class Member. The distribution of unclaimed funds to the California Unclaimed Property

19 Department results in no "unpaid cash residue," or "unclaimed or abandoned funds" under

20 California Civil Procedure Code section 384, as amended effective June 27, 2018, as the entire

21 Net Class Settlement Amount and the Net PAGA Settlement Amount will be paid out to the

22 Participating Class Members and PAGA Employees, whether or not they cash their payment

23 checks.

24 16. The Settlement Administrator will disburse the Net Class Settlement Amount and

25 the Net PAGA Settlement Amount to all Participating Class Members and PAGA Employees

26 within fourteen (14) days after the Funding Date, as defined in Paragraph 78 of the Agreement.

27 17. The Settlement Administrator shall pay the above-stated attorneys' fees and costs

28 to Class/PAGA Counsel, and the Class Representative Enhancement Award within fourteen (14)

1 days after the Funding Date, as defined in Paragraph 78 of the Agreement.

2 18. The Court orders Plaintiff to submit a copy of this Order and the attendant Judgment
3 to the Labor and Workforce Development Agency (LWDA) within 10 days after Judgment has
4 been entered by the Court in accordance with Labor Code Section 2699(1)(3).

5 19. The Class Representative, the Participating Class Members, and the PAGA
6 Employees are permanently barred and enjoined from prosecuting against Defendants and/or the
7 Released Parties as to any of the Class and PAGA Released Claims.

8 20. The Court reserves exclusive and continuing jurisdiction over the Civil Action, the
9 Class Representative, the Participating Class Members, the PAGA Employees, and Defendants for
10 the purposes of supervising the implementation, enforcement, construction, administration, and
11 interpretation of this Order and the attendant Judgment. The deadline for filing the declaration of
12 final distribution is January 20, 2027. The court sets a non-appearance case review for
13 **IT IS SO ORDERED.** January 27, 2027 at 8:30 a.m. Plaintiff is to give notice.

14 Dated: 06/26/2025, ~~2025~~



Laura Seigle
HONORABLE LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT
Laura A. Seigle / Judge