

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

FEB 23 2018

Sherri R. Carter, Executive Officer/Clerk
By Aldwin Lim, Deputy

MAILED - HCB

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

Ashkan Shakouri (SBN 242072)
Shakouri Law Firm
11601 Wilshire Blvd., 5th Floor
Los Angeles, CA 90025
Telephone (310) 575-1827
Facsimile: (310) 575-1872
ash@shakourilawfirm.com

Jason D. Ahdoot (SBN 231670)
Law Offices of Jason D. Ahdoot
16633 Ventura Blvd., Suite 555
Encino, California 91436
Telephone: (310) 359-8340
Facsimile: (310) 359-0290
Email: jason@ahdootlaw.com

Attorneys for Plaintiffs,
and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES— CENTRAL CIVIL WEST

MARCELLA BROCK & ADENIKE
FAJEMISIN, as individuals, and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

DIGNITY HEALTH, a California corporation,
TRUSTAFF, an Ohio corporation; TRUSTAFF
MANAGEMENT LLC, an Ohio limited liability
company; TRUSTAFF MANAGEMENT, INC.,
an Ohio corporation, TRUSTAFF
HEALTHCARE SOLUTIONS, a California
limited liability company; and DOES 1 through
100, Inclusive,

Defendants.

CASE NO. BC 616408 [Dept. 322]

~~PROPOSED~~ ORDER APPROVING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

*[Filed concurrently herewith Memorandum of
Points & Authorities Declaration of Ashkan
Shakouri]*

Assigned to Hon. William F. Highberger

DATE: January 12, 2018
TIME: 11:00 a.m.
DEPT. "322"

BY FAX

RECEIVED
Central Civil West

DEC 18 2017

By: R. Nazaryan

1 The unopposed motion for preliminary approval of a class action settlement
2 ("Settlement") by Plaintiffs Marcella Brock and Adenike Fajemisin ("Plaintiffs") came before
3 the Court on January 12, 2018, at 11:00 a.m., before the Honorable William F. Highberger, Judge
4 presiding. The Court having considered the papers submitted in support of the motion, HEREBY
5 RULES AS FOLLOWS:

6 1. The Court grants preliminary approval of the Settlement based upon the terms set forth
7 in class action settlement agreement reached between Plaintiffs, on the one hand, and Defendants
8 Trustaff Management, Inc. and Trustaff Healthcare Solutions, LLC (collectively "Trustaff
9 Defendants) and Dignity Health, Inc., on the other hand ("Settlement" or "Settlement
10 Agreement"). The Court finds that the terms of the Settlement are fair, adequate, and reasonable
11 to the Settlement Class.

12 2. For purposes of this Order, the "Class" is defined as follows: All persons employed by
13 the Released Parties, as that term is defined in the Settlement, as non-exempt, temporarily
14 assigned employees who were provided assignments at facilities in the State of California from
15 April 7, 2012 through the date of Preliminary Approval of the Settlement ("Class Period"). Each
16 employee in the Class is individually a "Class Member," and all such individuals are collectively
17 "Class Members." Class Members who do not timely opt out of the Class are "Settlement Class
18 Members" pursuant to the terms of the Settlement Agreement.

19 3. The Court hereby preliminarily finds that the Settlement Agreement was the product of
20 serious, informed, non-collusive negotiations conducted at arm's length by the parties. In making
21 this preliminary finding, the Court considered the nature of the claims set forth in the pleadings,
22 the amounts and kinds of benefits which shall be paid pursuant to the Settlement Agreement, the
23 allocation of Settlement proceeds among the Settlement Class Members, and the fact that the
24 Settlement Agreement represents a compromise of the parties' respective positions. The Court
25 further preliminarily finds that the terms of the Settlement Agreement have no material
26 deficiencies and do not improperly grant preferential treatment to any individual Class Member.
27 Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in
28 good faith.

1 4. The Court finds that the dates set forth in the Settlement Agreement meet the requirements
2 of due process and provide the best notice practicable under the circumstances, and constitute
3 due and sufficient notice to all persons entitled thereto.

4 5. The Court approves the Class Notice ("Exhibit A" to the Settlement Agreement), and the
5 Request for Exclusion ("Exhibit B" to the Settlement Agreement).

6 *modified to refer
only to class rep Adeunike Adejumo.*

7 ACCORDINGLY, IT IS HEREBY ORDERED that,

8 a. Within 14 calendar days of Preliminary Approval, the parties will file a Stipulated
9 Request for Leave to file a second amended complaint alleging certain FLSA claims pursuant to
10 the terms of the Settlement Agreement.

11 b. The Court approves Phoenix Class Action Administration as the "Claims Administrator"
12 pursuant to the terms of the Settlement Agreement.

13 c. Within 15 business days of Preliminary Approval, Trustaff Defendants shall provide the
14 class list as described in the Settlement Agreement ("Class List") to the Claims Administrator.

15 d. Within 14 calendar days of Trustaff Defendants providing the Claims Administrator with
16 the Class List, the Claims Administrator shall complete the mailing of notice packets as described
17 in the Settlement Agreement ("Notice Packets") to all Class Members by: (1) direct mailings via
18 First Class U.S. Mail; and (2) by publication on the settlement website maintained by the Claims
19 Administrator.

20 e. 30 days after the Claims Administrator mails the Notice Packets to the Class Members,
21 the Claims Administrator shall mail a reminder postcard to all Class Members who have not
22 returned a Request for Exclusion or notice of objection to the Settlement as described in the
23 Settlement Agreement ("Notice of Objection");

24 f. Within 60 calendar days after the date the Claims Administrator mails the Notice Packets
25 to Class Members, Class Members will have to timely submit a Request for Exclusion or timely
26 serve and file a Notice of Objection in the manner described in the Settlement Agreement;

27 g. The Court will consider any Notice of Objection from Class Members at the time of the
28 Final Approval Hearing. The Notice of Objection shall state the basis for the objection and be

1 filed together with copies of all papers and briefs in support thereof with the Court and a copy
2 submitted to the Claims Administrator by the deadline set forth in the Claim Notice.

3 h. The Court approves Ashkan Shakouri of Shakouri Law Firm and Jason D. Ahdoot of Law
4 Offices of Jason D. Ahdoot as Class Counsel. *Alexia Fajemisin*

5 i. The Court approves Plaintiffs as the Class Representatives.

6 j. The Final Approval Hearing shall be held on 7/23, 2018 at
7 11 a.m. in Department 322 of the Superior Court for the State of California,
8 County of Los Angeles, located at 600 S. Commonwealth Avenue, Los Angeles, California
9 90005, to consider the fairness, adequacy and reasonableness of the Settlement preliminarily
10 approved by this Order, and to consider the application of Class Counsel for an award of
11 reasonable attorneys' fees and costs incurred, the service enhancement award, and the
12 administration costs. All briefs and supporting materials shall be filed with this Court on or before
13 6/28, 2018.

14 k. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final
15 Approval and Judgment, the Settlement Agreement, and all evidence and proceedings had in
16 connection therewith, shall be without prejudice to the rights of the parties to the litigation, as
17 more specifically set forth in the Settlement Agreement.

18 l. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing
19 from time to time without further notice to the Class Members.

20
21 IT IS SO ORDERED.

22
23 Date: 2/23/18

W.F. Highberger
24
25
26
27
28
Honorable William F. Highberger

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3
4 I am employed in the County of Los Angeles, State of California, I am over the age of 18 and
5 not a party to the within action; my business address is 11601 Wilshire Boulevard, Fifth Floor, Los
6 Angeles, California 90025. I served the foregoing document(s) described as:

7 **[PROPOSED] ORDER APPROVING**
8 **PLAINTIFFS' UNOPPOSED MOTION**
9 **FOR PRELIMINARY APPROVAL OF**
10 **CLASS ACTION SETTLEMENT**

11 X BY ELECTTONIC TRANSMISSION: As ordered by the Court in this matter, on
12 December 18, 2017, I caused to be served the foregoing document on all interested
13 parties in this action through the use of CaseAnywhere, as instructed. The document
14 will be deemed served on the date that it was uploaded to website as indicated by
15 CaseAnywhere system.

16 Addressed as follows:

17 Sarah.N. Drechsler
18 MORGAN, LEWIS & BOCKIUS LLP
19 600 Anton Blvd., Suite 1800
20 Costa Mesa, CA 92626
21 sarah.drechsler@morganlewis.com

22 Daniel J. McQueen
23 SHEPPARD MULLIN RICHTER & HAMPTON LLP
24 333 South Hope Street, 43rd Floor
25 Los Angeles, California 90071-1422
26 DMcQueen@sheppardmullin.com

27 I declare under penalty of perjury under the laws of the State of California that the above is
28 true and correct.

29 December 18, 2017
30 Date

Ashkan Shakouri

Ashkan Shakouri