

FILED
Superior Court of California
County of Los Angeles

AUG 16 2018

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

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 20 2018
B. SMITH

1 **Ashkan Shakouri (SBN 242072)**
2 **Shakouri Law Firm**
3 11601 Wilshire Blvd., 5th Floor
4 Los Angeles, CA 90025
5 Telephone (310) 575-1827
6 Facsimile: (310) 575-1872
7 Email: ash@shakourilawfirm.com

8 **Jason D. Ahdoot (SBN 231670)**
9 Law Offices of Jason D. Ahdoot
10 16633 Ventura Blvd., Suite 555
11 Encino, California 91436
12 Telephone: (310) 359-8340
13 Facsimile: (310) 359-0290
14 Email: jason@ahdootlaw.com

15 Attorneys for Plaintiff and the Class

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

BY FAX

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

21 Plaintiffs,

22 vs.

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

Defendants.

CASE NO. BC 616408

~~REDACTED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, SERVICE
ENHANCEMENT AWARD, CLAIMS
ADMINISTRATION COSTS,
ATTORNEYS' FEES & LITIGATION
EXPENSES *JUDGMENT THEREON*

Assigned to Hon. William F. Highberger

DATE: July 23, 2018
TIME: 11:00 a.m.
DEPT.: "10"

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, SERVICE ENHANCEMENT AWARD, CLAIMS ADMINISTRATION COSTS, ATTORNEYS' FEES
& LITIGATION EXPENSES**

ORIGINAL

1 The unopposed motion for final approval of a class action settlement by Plaintiff Adenike
2 Fajemisin ("Plaintiff") in the above-captioned matter came before the Court on July 23, 2018 at
3 11:00 a.m., with the Honorable Judge William F. Highberger presiding. The Court having
4 considered the papers submitted in support of the motion, HEREBY RULES AS FOLLOWS:

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


10 2. For purposes of this Order, the "Class" is defined as follows: All persons
11 employed by the Released Parties, as that term is defined in the Settlement Agreement, as non-
12 exempt, temporarily assigned employees who were provided assignments at facilities in the State
13 of California from April 7, 2012 through February 23, 2018 ("Class Period"). Each employee in
14 the Class is individually a "Class Member," and all such individuals are collectively "Class
15 Members." Class Members who do not timely opt out of the Class are "Settlement Class
16 Members" pursuant to the terms of the Settlement Agreement.

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

1 4. The Court further finds that the notice procedure carried out by the parties and the
2 Claims Administrator met the requirements of due process and provided the best notice
3 practicable under the circumstances, and constituted due and sufficient notice to all Class
4 Members. Specifically, the Notice Packets mailed to the Class Members informed them of the
5 terms of the Settlement, their right to request exclusion from the Settlement, and their right to
6 object to the Settlement as well as their right to appear in person and/or by counsel at the Final
7 Approval hearing and to be heard. Adequate and sufficient periods of time were provided for each
8 of these procedures. A full opportunity was afforded to Class Members to participate in the Final
9 Approval hearing. No member of the Class objected to the Settlement. No Class Members
10 requested exclusion from the Settlement or objected to it. Thus, the Court determines that all Class
11 members are bound by this Order and Judgment.

12 5. The Court certifies the Class, including the FLSA Subclass, for settlement
13 purposes, and finds that the Class meets all applicable standards for certification under California
14 and federal law.

15 6. The Court approves the Settlement, and each of the releases and other terms set
16 forth in the Settlement as fair, reasonable, and adequate as to the Settlement Class Members, the
17 Plaintiff, and Defendants. Plaintiff, Defendants, and the Claims Administrator Phoenix Class
18 Action Administration ("Claims Administrator") are directed to perform in accordance with the
19 terms set forth in the Settlement.

20 7. With the exception of any individual member of the Class who validly and timely
21 requested exclusion, all of the claims asserted in the operative second amended complaint are
22 dismissed with prejudice as to Plaintiff and Class Members. 

23 8. By this Order and Judgment, Plaintiff and the Settlement Class Members, except
24 for Class members who timely and validly requested exclusion, regardless of whether the Class
25 members submitted timely, valid claim forms or not, hereby release Defendants and the Released
26 Parties, as defined in the Settlement Agreement, from the Released Claims, as also defined in the
27 Settlement Agreement.

[Handwritten signature]

1 9. ~~This action is dismissed on the merits and with prejudice, permanently barring the~~
2 ~~Settlement Class Members from prosecuting any Released Claims.~~ Under Code of Civil
3 Procedure § 664.6 and all other applicable law, the Court reserves and retains exclusive and
4 continuing jurisdiction over this case, Plaintiff, the Settlement Class Members, and Defendants
5 for the purpose of supervising the implementation, effectuation, enforcement, construction,
6 administration, and interpretation of the Settlement and this Order.

7 10. The Court determines that the plan of allocation for payment of the Net Settlement
8 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of
9 the Net Settlement Amount to the Settlement Class shall be done in accordance with the terms set
10 forth in the Settlement Agreement.

11 11. Plaintiff is hereby appointed Class Representative for purposes of settlement.

12 12. Ashkan Shakouri of the Shakouri Law Firm and Jason D. Ahdoot of Law Offices
13 of Jason D. Ahdoot are appointed as Class Counsel for the Class for purposes of settlement.

14 13. Trustaff Defendants agree for Claims Administrator to pay from the Gross
15 Settlement Amount: (i) Claims Administrator for its settlement administration costs and services;
16 (ii) the PAGA Penalty Payment to the California Labor Workforce Development Agency
17 (“LWDA”); (iii) the Service Enhancement Award to Plaintiff; (iv) the Attorneys’ Fees to Class
18 Counsel; and (v) the Litigation Expenses to Class Counsel, as follows:

19 A. The Court hereby approves the payment of settlement administration costs
20 and services in the amount of \$15,000.00 to the Claims Administrator from the Gross Settlement
21 Amount.

22 B. The Court hereby approves the payment of \$7,500.00 from the Gross
23 Settlement Amount to LWDA.

24 C. The Court hereby approves the Service Enhancement Award to Plaintiff in
25 the amount of \$10,000.00 from the Gross Settlement Amount, in recognition of her service to the
26 Class in initiating and maintaining this litigation and the risks undertaken for the benefit of the
27 Class Members.

1 D. The Court hereby awards to Class Counsel the amount of \$490,000.00 for
2 Attorneys' fees, which the Court finds fair and reasonable and supported by detailed summaries
3 regarding the work performed that was submitted by Class Counsel in their supporting
4 declarations.

5 E. The Court awards to Class Counsel the amount of \$15,454.00 in Litigation
6 Expenses for reimbursement of reasonable litigation costs incurred by them in this action and
7 supported by detailed summaries regarding such incurred expenses that was submitted by Class
8 Counsel in their supporting declarations.

9 14. The Court finds that payments to the Claims Administrator, LWDA, Plaintiff, and
10 Class Counsel are fair and reasonable. The Claims Administrator is directed to make the foregoing
11 payments in accordance with the terms of the Settlement and Class Counsel's further instructions.

12 *15. This document constitutes the Judgment resolving*

13 IT IS SO ORDERED.

14 Date: 8/16/18

15 *W. F. Highberger*
16 HON. WILLIAM F. HIGHBERGER

17 *This action according to the*
18 *terms herein.*