

04/21/2023 at 12:33:00 PM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF SAN DIEGO**

18 NOELLE NAKAGAKI, an individual, on
19 behalf of the State of California, as a private
20 attorney general, and on behalf of all
21 Aggrieved Employees, and on behalf of all
22 others similarly situated,

23 **PLAINTIFF,**

24 v.

25 **PROVEN STAFFING CONSULTANTS,**
26 **LLC, a California Corporation, and DOES 1 to**
27 **50, inclusive,**

28 **DEFENDANT.**

Case No. 37-2022-00026848-CU-OE-CTL

[REVISED PROPOSED]
FINAL JUDGMENT

Date: April 21, 2023

Time: 1:30 p.m.

Dept.: C-72

Judge: Timothy Taylor

1 On 4/21/23, 2023, the Court entered an Order Granting Motion for Final Approval
2 of the Class Action Settlement (the “Final Approval Order”) between Plaintiff, Noelle Nakagaki
3 (“Plaintiff”), an individually and on behalf of all others similarly situated, and Defendant, Proven
4 Staffing Consultants, LLC (“Defendant”) (collectively the “Parties”). As set forth in the Court’s Final
5 Approval Order, all Settlement Class Members except for the one individual who submitted a timely
6 and valid opt-out request (see footnote 1) are hereby bound by the Final Approval Order and the terms
7 of the parties’ Joint Stipulation of Class and Representative Action Settlement (the “Settlement
8 Agreement”). A copy of the Settlement Agreement is attached as “Exhibit A” to the Declaration of
9 Craig J. Ackermann in Support of the Motion for Preliminary Approval of Class Settlement filed
10 September 6, 2022.

11 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

12 1. All defined terms herein shall have the same meaning as defined in the Settlement
13 Agreement, which is incorporated herein by reference in its entirety.

14 1. The “Class” or “Class Members” refers to *Settlement Class Representative and all other*
15 *California residents who are or were employed by Defendant and who worked from home at any point*
16 *during at least one pay period during the Class Period and did not receive reimbursement for work-*
17 *related home office expenses.* (Settlement Agreement, ¶ 2.24). The Class Period is March 15, 2020 to
18 February 27, 2022. The Class consists of 253 participating Settlement Class Members.¹

19 2. Defendant shall fund the settlement in the gross amount of **\$81,000.00** in accordance
20 with the terms of the Settlement Agreement and the allocations set forth in the Final Approval Order.

21 3. Consistent with the Settlement Agreement, upon the Final Effective Date, all Settlement
22 Class Members, except for the one individual who requested exclusion from the settlement², shall fully,
23 finally, and forever, waive, release, and discharge a) Proven Staffing Consultants, LLC, and each and
24 all of its past or present partners, parents, clients (including, but not limited to BioDuro, LLC),
25 subsidiaries, affiliates, investors, owners, or related entities (regardless of whether such partners,
26 parents, clients, subsidiaries, affiliates, or related entities are individuals, corporations, partnerships,

27 _____
28 ¹ Andrew Wassell timely and validly opted out of the Settlement and is thus not subject to the class release and will not participate in the settlement.

² As noted, only one individual timely and validly requested exclusion from the settlement: Andrew Wassell.

1 limited partnerships, limited liability companies, or other forms of entity); (b) each and all of the
2 predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other
3 individuals or entities of any kind which have been or could be alleged to be in any manner responsible
4 (whether on an alter ego, joint employer, statutory employer, integrated enterprise, or any other theory)
5 for any actual or alleged violations described in Section 2.22; and (d) all past and present directors,
6 officers, representatives, insurers, agents, shareholders, partners, members, managers, lawyers, and
7 employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c) (the “Released
8 Parties”) of and from any and all claims, liabilities, guarantees, rights, demands, suits, matters,
9 obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, of every kind
10 and/or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or
11 unasserted, latent or patent, regardless of legal theory or type or amount of relief or damages claimed,
12 which any Releasing Party now has or at any time ever had against Released Parties, that are alleged
13 in the Complaint or which could have been alleged in the Complaint based on the facts, claims and/or
14 allegations asserted in the Complaint and/or PAGA Letters (“Claims”), including: (a) alleged failure
15 to provide timely and/or complete reimbursement for necessary business-related expenditures,
16 including but not limited to Claims under California Labor Code Section 2802, California Business
17 and Professions Code Section 17200, *et seq.*, and PAGA; and (b) any other state or federal law, statute,
18 regulation, or ordinance imposing liability and/or obligations regarding the reimbursement of business
19 expenses, or that could be brought based on the factual allegations in the Complaint, including Fair
20 Labor Standards Act (FLSA) claims that could have been brought based on the factual allegations in
21 the Complaint. Without in any way limiting the foregoing, Settled Claims shall include all Claims
22 under statutes and regulations set forth in this Section, based on unreimbursed business expenses,
23 whether enforced directly or pursuant to California Labor Code Section 2699, California Business and
24 Professions Code Section 17200, *et seq.*, or any other mechanism.

25 2. Consistent with the Settlement Agreement, upon the date Defendant fully funds the
26 TMSP, Plaintiff, on behalf of herself and the State of California, and all Aggrieved Employees, including
27 their heirs, agents, representatives, successors, assigns, and estates, shall be deemed to have fully,
28 finally, and forever, released and discharged Defendant and the Released Parties from any and all Settled

1 Claims, including all causes of action, claims, demands, rights, and liability, arising from or based on a
2 claim for civil penalties under PAGA, Labor Code sec. 2698, *et seq.*, for any violations of the Labor
3 Code or Wage Orders alleged or that could have been alleged in the Complaint based on the facts and
4 allegations alleged therein, as well as any based on the alleged violations asserted in the January 31,
5 2022 and April 5, 2022 PAGA Letters for the PAGA Period.

6 4. The Court retains continuing jurisdiction over the Action and the Settlement, including
7 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
8 terms of the Settlement Agreement, (b) supervising the administration and distribution of the TMSP,
9 and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
10 law.

11 5. This Final Judgment is intended to be a final disposition of the above captioned action
12 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
13 all claims released by the Settlement Agreement, against Defendant. Nothing in this Final Judgment is
14 or may be deemed to be an admission by Defendant, nor is the Judgment a finding of the validity of
15 any allegations or of any wrongdoing by Defendant. Neither the Judgment, Order, the Settlement
16 Agreement, nor any document referred to therein, nor any action taken to carry out the Settlement
17 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
18 concession, or liability whatsoever by or against Defendant.

19
20 **FINAL JUDGMENT IS HEREBY ENTERED.**

21
22
23 DATED: 5/12/23

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25 _____
26 HON. TIMOTHY TAYLOR
27 JUDGE OF THE SUPERIOR COURT
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