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Attorneys for Plaintiff and the proposed class

SUPERIOR COURT OF CALIFORNIA
LOS ANGELES COUNTY

MARIA HERNANDEZ, and the proposed
class

Plaintiff

v.

RMP SAFETY SERVICES, INC., a
California corporation; INSPIRE
DIAGNOSTICS, LLC, a Florida
corporation; and DOES 1-5

Defendants

Case No.: 21STCV33842

[Assigned for all purposes to the Honorable Stuart
M. Rice]

**~~PROPOSED~~ ORDER RE PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT**

Date: ~~June 20, 2023 (non-appearance review)~~
Department: SSC-1

FILED
Superior Court of California
County of Los Angeles
06/16/2023
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

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~~PROPOSED~~ ORDER

Plaintiff Maria Hernandez’s Supplemental Motion for Preliminary Approval of Class and PAGA Settlement (“Motion”) came on regularly for hearing on June 20, 2023. Having reviewed the Motion, the Declarations of Maria Hernandez (“Hernandez Declaration”) and Christopher J. Hamner (“Hamner Declaration”) and exhibits thereto, including the Amended Settlement Agreement (“ASA”), and good cause appearing therefore, the Court hereby finds and orders as follows:

1. The Motion concerns a putative class and PAGA action brought against Defendants RMP Safety Services, Inc and Inspire Diagnostics, LLC (“Defendants”). The parties entered into a Second Amended Settlement Agreement (“SASA”) for class and PAGA settlement, attached hereto as Exhibit A.

2. The Court finds on a preliminary basis that the \$745,000 Gross Settlement in the SASA appears to be fair, adequate, and reasonable, falls within the range of reasonableness, and therefore meets the requirements for preliminary approval. Further, the Court preliminarily approves the following allocation of the proposed Gross Settlement Amount of \$745,000: (a) Class Counsel’s attorneys’ fees not to exceed \$248,333; (b) Class Counsel’s litigation costs not to exceed \$10,000; (c) Plaintiff’s Service Enhancement not to exceed \$10,000; (d) Settlement Administration Expenses not to exceed \$11,500; (e) The total PAGA penalty to be \$45,000, with \$33,750 of that penalty to be paid to the LWDA Penalty Amount of \$45,000 (divided as \$33,250 to the LWDA and PAGA Employee Payment of \$11,250 to be dispersed to the PAGA settlement class. The remaining balance of the Gross Settlement Amount, or the Net Settlement Amount, shall be allocated to the Participating Class Members based on their weeks worked in the Class Period. Assuming this Settlement is finally approved and becomes effective as provided in the SASA, participating Class Members will release Defendant from all Released Class Claims for the Class Period between January 1, 2020 to December 31, 2021.

3. As set forth in detail in the SASA, the Release Class Claims include all claims, debts, liabilities, demands, actions, or causes of action of every nature and description that were alleged in the operative complaint relating to the alleged failure of any of the Released Parties arising out of or relating to work performed during the Class Period, including claims based on California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 1197, California Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission (IWC) Wage Orders, including 7-2001, Business & Professions Code section

1 17200-17208 or any related damages, penalties, restitution, disgorgement, interest or attorneys’
2 fees, and, any and all claims for injunctive relief, restitution, breach of contract or company
3 policy, fraudulent business practices brought pursuant to the California Business & Professions
4 Code and related to the above alleged Labor Code violations asserted in the operative First
5 Amended Complaint; and any and all claims or causes of action for penalties, interest and/or
6 attorneys’ fees and costs related to the above alleged Labor Code violations asserted in the
7 operative Complaint. All Class Members who do not timely submit a valid Request for
8 Exclusion will be deemed to have fully, finally and forever released, settled, compromised,
9 relinquished and discharged all of the Released Parties of and from all Released Claims
10 accruing during the Class Period. On the Effective Date, all Class Members who do not timely
11 submit a valid Request for Exclusion will be forever barred from prosecuting all Released
12 Claims against the Released Parties.

12 4. At the time Defendants fully fund the settlement, the PAGA Class Members will
13 be deemed to release, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
15 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
16 alleged based on the facts and claims stated in the First Amended Complaint, for a PAGA period
17 of January 1, 2020 to December 31, 2021.

18 5. The Court provisionally certifies for settlement purposes only the following class
19 (“Class”):

20 All persons who worked for at a Covid-19 testing location for Defendants and
21 were classified by Defendants as an “independent contractor” between January 1,
22 2020 to December 31, 2021.

23 6. The Court appoints Maria Hernandez as the Class and PAGA Representative for
24 Settlement purposes.

25 7. The Court appoints Christopher J. Hamner of HAMNER LAW OFFICES, APLC
26 as Class Counsel for Settlement purposes.

27 8. The Court appoints Phoenix Class Action Administration Solutions as the
28 Settlement Administrator.

9. The Parties are ordered to carry out the Settlement according to SASA.

10. The Notice to the Class shall be sent in both English and Spanish versions, which

1 should be substantially identical in what is being communicated. The Court finds that the notice
 2 plan is the best means practicable under the circumstances for providing notice to the Class
 3 Members, and when contemplated, shall constitute due and sufficient notice of the class action,
 4 proposed settlement, and the final approval hearing to all persons entitled to such notice, in full
 5 compliance with due process and the notice requirements of Code of Civil Procedure § 877.6.

6 11. The Court orders the following implementation schedule:

Last day for AG Construction to provide Settlement Administrator with Settlement Employee Data	R } ^ A G E G H _____ (10 days after the date of Preliminary Approval) [SASA ¶ 34]
Last day for Settlement Administrator to mail Class Notice to Class Members	R } ^ A G E G H _____ (10 days after the date of Preliminary Approval) [SASA ¶ 36]
Response Deadline	O E * ~ • A G E G H _____ (60 days after Class Notice is mailed) [SASA ¶ 22]
Last day to file and serve Motion for Final Approval of Class Action Settlement	O ^ & \ { à ^ ! A G _____, 2023
Final Approval Hearing	R a j ~ a s ^ A E G G I at F E K H A O E _____ in Department SSC-1

17 **IT IS SO ORDERED.**



18 *Stuart M. Rice*

19 DATED: R } ^ A G E G H _____

20 Stuart M. Rice / Judge
 21 HON. STUART M. RICE
 22 JUDGE OF THE SUPERIOR COURT