



FILED
San Francisco County Superior Court

JAN 25 2023

CLERK OF THE COURT
BY: [Signature] Deputy Clerk

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

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

YEVGENIYA Tsernoh, individually, on behalf of all aggrieved employees, and on behalf of all others similarly situated,

Plaintiff,

vs.

VIDALITY, INC., a California corporation;
CARDINALHIRE, INC., a California corporation;
PAUL CAMPBELL, an individual;
et al.,

Defendants.

Case No. CGC-20-585613

ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs came on regularly for hearing on December 22, 2022. Having considered the argument and written submissions of all parties and good cause appearing, IT IS HEREBY ORDERED that Plaintiff's motions are GRANTED as follows:

1. The Court grants Final Approval of the Settlement¹ as fair, reasonable, and adequate as to each of the Parties, and consistent with and in compliance with California law, and directs the

¹ "Settlement" or "Settlement Agreement" refers to the Fourth Amended Joint Stipulation of Class Action Settlement and Release attached as Exhibit A to the Declaration of Ilya Filmus filed November 29, 2022.

1 Parties and their counsel to implement and consummate the Settlement Agreement in accordance
2 with the Settlement Agreement's terms and provisions. The Court finds that the proposed relief
3 with respect to the Class is appropriate.

4 2. The Court finds that the notice program implemented pursuant to the Settlement
5 Agreement (i) constituted appropriate notice, (ii) was reasonably calculated, under the
6 circumstances, to apprise members of the Class of the pendency of the Litigation, their right to
7 object or exclude themselves from the proposed Settlement, to appear at the Final Approval
8 Hearing, and their right to seek monetary and other relief, (iii) was reasonable and constituted due,
9 adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met applicable
10 requirements of due process.

11 3. Solely for the purposes of effectuating the Settlement, this Court has concluded that
12 certification of the class is appropriate and hereby certifies the Class as defined below (and in the
13 Settlement Agreement) and further concludes that this definition is sufficient for purposes of
14 California Rules of Court, rule 3.765(a), and that the Settlement Agreement is binding on all Class
15 Members, as defined below:

16 All current and former persons who worked for Vidality, Inc. and/or CardinalHire,
17 Inc. and/or Paul Campbell in California as "Recruiters" from July 28, 2016 through
18 August 15, 2022 ("Class Period"), except that the Settlement Class will not include
19 any person who previously settled or release any of the Claims covered by this
20 Settlement or any person who was previously paid or received an award through any
civil or administrative action for any Claim covered by this Settlement and those
who submitted valid and timely Requests for Exclusion with the Claims
Administrator.

21 4. The Court finally approves the appointment of the named Plaintiff, Yevgeniya
22 Tsernoh, as the Class Representative for the Class.

23 5. The Court finally approves the appointment of Infinity Law Group LLP as Class
24 Counsel.

25 6. The Court finds that Plaintiff and Class Counsel adequately represented the Class
26 for the purpose of entering into and implementing the Settlement.

27 7. No Class Members submitted a Request for Exclusion.

28 8. No Class Members objected to the Settlement.

1 9. The Court adjudges that, upon the Effective Date, Plaintiff and the Class Members
2 have fully, finally, and conclusively compromised, settled, discharged, dismissed and released any
3 and all Released Claims as provided in the Settlement Agreement.

4 10. The Court approves Class Counsel's Attorneys' Fees in the amount of \$45,503.95,
5 and Costs in the amount of \$5,722.25. Attorneys' fees and costs shall be paid in accordance with
6 the Settlement. The Parties are to bear their own attorneys' fees and costs, except as otherwise
7 provided in this paragraph.

8 11. The Court further approves payment of a service award in the amount of \$5,000 to
9 Class Representative: Yevgeniya Tsernoh. This payment is to come out of the Gross Settlement
10 Amount in recognition of her services on behalf of the Class in this Action, which is in addition to
11 her payment(s) as a participating claimant. The service award will be paid in accordance with the
12 terms of the Settlement.

13 12. The Court approves the Claims Administration Fee of \$6,795.00, to be paid to
14 Phoenix Class Administration Solutions out of the Gross Settlement Amount in accordance with
15 the Settlement Agreement.

16 13. The Court approves the payments to the Participating Class Members, according to
17 the terms of the Settlement Agreement and the Final Approval Order and Judgment.

18 14. Without affecting the finality of this Order for purposes of appeal, the Court reserves
19 jurisdiction over the Parties as to all matters relating to the administration, enforcement, and
20 interpretation of the terms of the Settlement Agreement, this Order, and for any other necessary
21 purposes.


22 //
23 //
24 //
25 //
26 //
27 //
28 //

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

15. A Status Conference is set for September 21, 2023 at 9:00 a.m. in this Department, regarding the status of settlement administration and any residual funds. A status report stating the disposition of all settlement proceeds, the number of uncashed checks, and the residual fund amount shall be filed no later than September 14, 2023. The status report must be accompanied by an admissible evidentiary declaration.

IT IS SO ORDERED.

Dated: Jan. 25, 2023


Ethan P. Schulman
Superior Court Judge

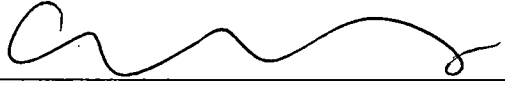
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 25, 2023, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: January 25, 2023

Mark Culkins, Interim Clerk

By: 

Ericka Larnauti, Deputy Clerk