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FILED
Superior Court of California
County of Los Angeles
05/13/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES**

AMY WILLIAMS, on behalf of herself
and others similarly situated

Plaintiff,

v.

PROLINK STAFFING SERVICES, LLC;
and DOES 1-20, INCLUSIVE

Defendants.

Case No: 23STCV12912

*Assigned for All Purposes to Hon. William F.
Highberger; Dept. 10*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, LITIGATION
EXPENSES, AND SERVICE PAYMENT;
AND FINAL JUDGMENT THEREON**

Trial Date: Not Set
Action Filed: June 6, 2023

1 This matter is before the Court on Plaintiff Amy Williams’ (“Plaintiff”) Unopposed Motion
2 for Final Approval of Class Action Settlement.

3 Plaintiff and Defendant ProLink Staffing Services, LLC (“Defendant”) have submitted their
4 Class Action Settlement Agreement and Class Notice (the “Agreement” or “Settlement”), which
5 this Court preliminarily approved on January 11, 2024 (the “Preliminary Approval Order”). In
6 accordance with the Preliminary Approval Order, Class Members have been given adequate notice
7 of the terms of the Settlement and the opportunity to object to it or to exclude themselves from it.

8 Having received and considered the Settlement, the supporting papers filed by the Parties,
9 and the evidence and argument received by the Court before entering the Preliminary Approval
10 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
11 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
12 DETERMINATIONS as follows:

13 1. The Settlement and any exhibits hereto shall be incorporated into this Final
14 Approval Order and Judgment as though all terms therein are set forth in full. Except as otherwise
15 specified herein, for purposes of this Final Approval Order and Judgment the Court adopts all
16 defined terms set forth in the Agreement.

17 2. This Court has jurisdiction over this matter and over all parties to this Action,
18 including members of the Class.

19 3. The Court preliminarily found class certification appropriate for settlement
20 purposes only. The Court now finds final certification of the Class appropriate for settlement
21 purposes only and grants final certification of the Class. The Class is defined as all non-exempt
22 employees who work or worked for Defendant as healthcare professionals in California during the
23 period from June 6, 2019 to November 12, 2023 (the “Class Period”), and who have not executed
24 an arbitration agreement. The Court finds that this Action and the Settlement satisfy the
25 requirements of California Code of Civil Procedure section 382, and further finds that the Class has
26 at all times been adequately represented by the Plaintiff and Class Counsel.

27 4. Pursuant to the Preliminary Approval Order, the notice of Settlement (“Class
28 Notice”) was sent to each Class Member by first-class mail. The Class Notice adequately informed

1 Class Members of the terms of the Settlement; their right to receive a share of the Settlement; their
2 right to comment on or object to the Settlement, and the requested Class Counsel Fees Payment or
3 Class Counsel Litigation Expenses Payment; their right to elect not to participate in the Settlement
4 and pursue their own remedies; and their right to appear in person and/or by counsel at the Final
5 Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
6 were provided by each of these procedures. In addition, adequate follow-up efforts were made to
7 send the Class Notice to those individuals whose original Class Notice was returned as
8 undeliverable.

9 5. The Court finds and determines that this notice procedure fully complied with
10 California Code of Civil Procedure section 382 and California Rule of Court 3.769, was the best
11 notice practicable, afforded adequate protections to Class Members, and provides the basis for the
12 Court to make an informed decision regarding approval of the Settlement based on the responses of
13 Class Members. The Court finds and determines that the Class Notice provided in this Action was
14 the best notice practicable, which satisfied the requirements of law and due process.

15 6. No Class Members objected to the Settlement.

16 7. No Class Member requested exclusion from the Settlement.

17 8. For the reasons stated in the Preliminary Approval Order, the Court finds and
18 determines that the terms of the Settlement are fair, reasonable and adequate to each Class Member
19 and that the Participating Class Members (defined as any Class Member who does not submit a
20 valid and timely Request for Exclusion) will be bound by the Settlement, that the Settlement is
21 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
22 are ordered to be consummated.

23 9. The Court finds and determines that the all-inclusive Gross Settlement Amount in
24 the amount of \$518,338.97 and the Individual Class Payments to be paid to Participating Class
25 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
26 and orders the payment of those amounts out of the Gross Settlement Amount be paid to the
27 Participating Class Members pursuant to the Agreement.

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1 10. The Court finds and determines that the Administration Expenses for
2 administrating the Settlement, in the amount of \$10,000, are fair and reasonable. The Court hereby
3 grants final approval to and orders that the payment of that amount be paid out of the Gross
4 Settlement Amount to the Administrator pursuant to the Agreement.

5 11. The Court finds and determines that the request by Plaintiff for the Class
6 Representative Service Payment is fair and reasonable and hereby orders that the requested
7 payment in the amount of ~~\$10,000.00~~ ^{At \$1,000} be paid out of the Gross Settlement Amount to Plaintiff Amy
8 Williams pursuant to the Agreement.

9 12. The Court further finds and determines that the amount requested by Class
10 Counsel for Class Counsel Fees Payment is fair and reasonable and hereby orders that
11 \$172,779.66 be paid out of the Gross Settlement Amount to Shakouri Law Firm pursuant to the
12 Agreement.

13 13. The Court also finds and determines that the amount requested by Class Counsel
14 for Class Counsel Litigation Expenses Payment is fair and reasonable and hereby orders that
15 \$3,502 be paid out of the Gross Settlement Amount to Shakouri Law Firm pursuant to the
16 Agreement.

17 14. Upon the Effective Date and the full funding of the Gross Settlement Amount by
18 Defendant, Plaintiff and all Participating Class Members release Released Parties (defined as
19 Defendant, all entities affiliated with it, and its owners, agents, attorneys, insurers, past, present,
20 and future divisions, directors, managers, employees, trustees, representatives, administrators,
21 fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, healthcare facility clients,
22 any and all facilities where any Class Member performed work for ProLink, any and all entities
23 that operate those facilities, any and all alleged joint employers, privies, and/or any and all persons
24 and/or corporate entities acting by, through, under, or in concert with any of them) from all claims
25 that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in
26 the Operative Complaint and ascertained in the course of the Action.

27 15. Pursuant to the terms of the Agreement, Plaintiff makes an additional general
28 release as defined in the Agreement as Plaintiff's Release. With respect to Plaintiff's Release,

1 Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section
2 1542 of the California Civil Code, which reads:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
5 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY.

9 16. Nothing in this Final Approval Order shall preclude any action to enforce the
10 Parties' obligations under the Settlement or under this Final Approval Order, including the
11 requirement that Defendant makes payment in accordance with the Agreement.

12 17. If, for any reason, the Settlement ultimately does not become final (as defined by
13 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
14 respective positions in the Action as those positions existed immediately before the Parties
15 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
16 Court in connection with the Settlement will be deemed an admission of any kind by any of the
17 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
18 the Action or in any other action.

19 18. The Parties entered into the Settlement solely for the purpose of compromising and
20 settling disputed claims. Defendant in no way admits any violation of law or any liability
21 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
22 expressly denied by Defendant.

23 19. By means of this Final Approval Order, this Court hereby enters final judgment in
24 this Action.

25 20. Without affecting the finality of this Final Approval Order and Final Judgment in
26 any way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
27 implementation, effectuation and enforcement of this Order and Judgment and the Settlement
28 under Code of Civil Procedure § 664.6.

29 21. The Parties are hereby ordered to comply with the terms of the Agreement. The
30 parties, however, are hereby authorized, without needing further approval from the Court, to agree

1 to and adopt such amendments to, and modifications and expansions of, the Settlement, as are in
2 writing and signed by the Parties' counsel and are consistent with this Final Approval Order.

3 22. Judgment is hereby entered in this Action in accordance with the foregoing Final
4 Approval Order and Final Judgment and in accordance with the terms and conditions in the
5 Settlement. Upon the Effective Date set forth in the Agreement, this Action is dismissed with
6 prejudice, with each Party to bear its own costs and attorneys' fees except as provided by the
7 Settlement and this Final Approval Order and Final Judgment.

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10 DATED: 05/13/2024

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HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT

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