

08/13/2024

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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9 Attorneys for Plaintiff DAISY HERNANDEZ,
individually and on behalf of others similarly situated

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY LOS ANGELES**
13 **(SPRING STREET COURTHOUSE)**

14 DAISY HERNANDEZ, individually and on
behalf of others similarly situated,

15 Plaintiff,

16 vs.

17
18 OXGORD INCORPORATED,
19 LYNEER STAFFING SOLUTIONS, LLC, and
DOES 1 through 50,

20 Defendants.

) CASE NO.: 19STCV43133
)
) CLASS ACTION
)
) Assigned For All Purposes To:
) Judge: Hon. David S. Cunningham III
) Dept.: 11
)
)
) **[PROPOSED] ORDER GRANTING**
) **FINAL APPROVAL OF CLASS ACTION**
) **AND PAGA SETTLEMENT AND**
) **JUDGMENT**
)
) Final Approval Hearing:
) Date: August 13, 2024
) Time: 10:00 a.m.
) Dept.: 11
)
)
) Complaint Filed: December 3, 2019

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1 Plaintiff Daisy Hernandez (“Plaintiff”) and Defendant Lyneer Staffing Solutions, LLC
2 (“Defendant” or “Lyneer”) (collectively the “Parties”) have reached a settlement of the alleged
3 class claims and claims for civil penalties under the Labor Code Private Attorneys General Act
4 (“PAGA”), upon the terms and conditions set forth in the Class Action And PAGA Settlement
5 Agreement And Settlement Notice (“Settlement” or “Agreement”), a copy of which was submitted
6 on August 9, 2023 as Exhibit 1 to the Declaration of Justian Jusuf in support of preliminary
7 approval of the Settlement.

8 On February 7, 2024, the Court granted preliminary approval of the Settlement, and set a
9 Final Approval Hearing for August 13, 2024.

10 On July 19, 2024, Plaintiff filed a motion for final approval of the Settlement.

11 After considering all submissions and arguments presented, **IT IS HEREBY ORDERED,**

12 **ADJUGED AND DECREED:**

13 1. The Court hereby GRANTS final approval of the Settlement.

14 2. The Court hereby certifies a Class, for settlement purposes, defined as follows:

15 **Any and all non-exempt employees of Defendant who were placed to work as**
16 **temporary employees at Osgord Incorporated, located at 16325 S. Avalon Blvd.,**
17 **Gardena, California 90248, at any time during the Class Period, from June 4,**
18 **2018 to December 1, 2019.**

19 3. All Class Members and Aggrieved Employees shall be bound by the releases
20 provided in the Agreement, which are reflected in the Notice of Class Action and PAGA
21 Settlement distributed to the Class Members and Aggrieved Employees. Moreover, the releases
22 provided in the Agreement are as and apply to the Released Parties, as that term is defined in the
23 Agreement.

24 4. As provided in the Agreement (and reflected in the Notice of Class Action and
25 PAGA Settlement), the Participating Class Members, on behalf of themselves and their respective
26 former and present representatives, agents, attorneys, heirs, administrators, successors, and
27 assigns, are deemed to release Released Parties from (1) all claims that were alleged in the Action
28 and/or each complaint filed in this action (i.e., Original Complaint, FAC, SAC, and/or Operative
Complaint) as to and/or arising during the Class Period and (2) all claims that could have been

1 alleged in the Action and/or each complaint filed in this action (i.e., Original Complaint, FAC,
2 SAC, and/or Operative Complaint) based on the facts alleged in each as to and/or arising during
3 the Class Period (from February 2, 2017 to March 1, 2018). Moreover, Class Members who are
4 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
5 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
6 Released Parties from (1) all PAGA claims that were alleged in the Action and/or each complaint
7 filed in this action (i.e., Original Complaint, FAC, SAC, and/or Operative Complaint) as to and/or
8 arising during the PAGA Period and (2) all PAGA claims that could have been alleged in the
9 Action and/or each complaint filed in this action (i.e., Original Complaint, FAC, SAC, and/or
10 Operative Complaint) based on the facts alleged in each as to and/or arising during the PAGA
11 Period (from February 2, 2017 to March 1, 2018).

12 5. For settlement purposes, the Court hereby appoints Plaintiff Daisy Hernandez as
13 Class Representative.

14 6. For settlement purposes, the Court hereby appoints Justian Jusuf of Law Office of
15 Justian Jusuf APC and Sahag Majarian II of the Law Offices of Sahag Majarian II as Class
16 Counsel.

17 7. The Court hereby approves the terms of the Settlement and the terms and
18 conditions of same as set forth in and memorialized by the Agreement, and finds that the
19 Settlement is, in all respects, fair, adequate and reasonable. In making this finding, the Court
20 considered the nature of the claims and the risks inherent in such claims, the monetary benefit
21 available to the Class Members and Aggrieved Employees, Defendant's potential liability, and the
22 fact that a settlement represents a compromise of the Parties' respective positions rather than the
23 result of a finding of liability, if any, at trial. The Court further finds that the terms of the
24 Agreement have no obvious deficiencies and do not improperly grant preferential treatment to
25 Plaintiff or any individual Class Member. Therefore, the Court finds that the Settlement was
26 entered into in good faith.

27 8. The Court finds the Parties reached the Settlement through intensive, non-collusive,
28 and temporally extensive arms-length negotiations, which included private mediation. The Court

1 further finds that the Parties have conducted extensive investigation and research, and counsel for
2 the Parties are able to and have reasonably evaluated their respective positions. The Court also
3 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
4 and risks that would be presented by the further prosecution of the Action. The Court also has
5 notes the significant benefits to the Class Members that are achieved by a settlement at this time.

6 9. Neither the acceptance nor the performance of the terms of the Settlement,
7 including this approval of the Settlement, is or shall be claimed to be, construed as, or deemed a
8 precedent or an admission of the truth of any allegations and claims made in the Action.
9 Moreover, this Order and/or the judgment entered thereon does not amount to any findings,
10 determinations, or conclusions of liability on Defendants' behalf, individually, collectively, or
11 otherwise. Additionally, this Order and/or the judgment entered thereon does not amount to any
12 findings, determinations, or conclusions as to Defendants' relationship to one another. Rather, this
13 Order and/or the judgment entered thereon reflects approval of a compromise reached by the
14 Parties prior to any such merits findings, determinations, or conclusions being made in this case.

15 10. The distribution of the Notice of Class and PAGA Settlement as set forth in the
16 Agreement has been completed in conformity with the Order granting preliminary approval of the
17 Settlement. The Notice of Class and PAGA Settlement provided adequate notice of the
18 proceedings and about the case, including the proposed settlement terms as set forth in the
19 Agreement, to the Class Members/Aggrieved Employees. Overall, the Notice of Class and PAGA
20 Settlement fully satisfied due process requirements. The Notice of Class and PAGA Settlement
21 was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could
22 be identified through reasonable effort. As executed, the Notice of Class Settlement was the best
23 notice practicable under the circumstances. As such, all persons within the definition of "Class
24 Members" have been adequately provided with an opportunity to exclude themselves from the
25 Settlement by requesting to opt-out of the Settlement. Additionally, the Court finds that no Class
26 Member submitted any request to opt-out of the Settlement nor did any object to the Settlement.

27 11. In granting final approval of the Settlement and, in turn, the Agreement, the Court
28 hereby orders the Parties to implement the terms of the Agreement, and directs the Settlement

1 Administrator to implement the terms of the Settlement, including disbursing the funds pursuant to
2 the terms of the Settlement and consistent with this Order.

3 12. The Court hereby finally approves CPT Group, which served as the third party
4 settlement administrator (“TPSA”) following preliminary approval of the Settlement, as the TPSA
5 for this matter and approves its fees and costs in the amount of \$10,000.00 (Ten Thousand Dollars
6 and Zero Cents), to be paid out of the Gross Settlement Amount.

7 13. The Court hereby approves a Class Representative Service Payment Enhancement
8 Award in the amount of \$5,000.00 (Five Thousand Dollars and Zero Cents) to Plaintiff/Class
9 Representative Daisy Hernandez, to be paid out of the Gross Settlement Amount.

10 14. The Court hereby approves settlement of the PAGA claim asserted in this matter
11 for the sum of \$10,000.00 (Ten Thousand Dollars and Zero Cents), to be paid out of the Gross
12 Settlement Amount. Out of this amount, \$7,500.00 (Seven Thousand Five Hundred Dollars and
13 Zero Cents) shall be paid to the California Labor and Workforce Development Agency, and
14 \$2,500.00 (Two Thousand Five Hundred Dollars and Zero Cents) shall be paid to Aggrieved
15 Employees.

16 15. Class Counsel is ordered to submit a copy of the Judgment to the California Labor
17 Workforce Development Agency within 10 days after entry of Judgment, pursuant to Labor Code
18 § 2699(1)(3).

19 16. The Court hereby approves as reasonable an award of attorneys’ fees to Class
20 Counsel in the amount of \$41,666.67 (Forty-One Thousand Six Hundred Sixty-Six Dollars and
21 Sixty-Seven Cents) and reimbursement of costs and expenses they incurred in this Action in the
22 amount of \$38,000.00 (Thirty-Eight Thousand Dollars and Zero Cents), to be paid out of the
23 Gross Settlement Amount. Defendant does not oppose these amounts. The Court finds that these
24 amounts are fair and reasonable under the circumstances both under the common fund approach
25 and the lodestar approach. The Parties shall bear their own costs and attorneys’ fees except as
26 otherwise provided by the Settlement and herein.

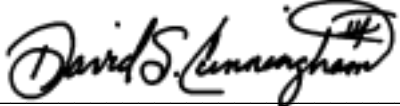
27 17. Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
28 California Rules of Court, the Court retains jurisdiction over the Parties to enforce the terms of the

1 Agreement and this Judgment.

2 18. A copy of this Order and the Judgment shall be posted on the Settlement
3 Administrator's website for at least 180 days.

4 **IT IS SO ORDERED, ADJUGED AND DECREED.**

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6 Dated: 08/13/2024



Hon. David S. Cunningham III
Judge of the Superior Court

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