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5 Attorneys for Plaintiff Andre Williams

6 *** ADDITIONAL COUNSEL ON NEXT PAGE

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

11 ANDRE WILLIAMS, as an individual,
12 RICHARD BALDWIN, as an individual, and
13 on behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 STAFF PRO, INC., a California Corporation;
17 and DOES 1 through 50, inclusive,

18
19 Defendants.
20
21

Case No. 30-2016-00890905-CU-OE-CXC

Related Case No. 30-2018-01005139-CU-OE-CXC

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

1 **ADDITIONAL COUNSEL**

2 Edward W. Choi, Esq. SBN 211334
3 Paul M. Yi, Esq. SBN 207867
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10 Attorneys for Plaintiff Andre Williams

11 DAVID YEREMIAN & ASSOCIATES, INC.
12 David Yeremian (SBN 226337)
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21 Walter Haines (SBN 71075)
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24 Huntington Beach, CA 92649
25 Telephone: (310) 652-2242

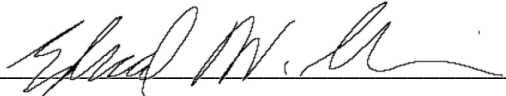
26 Attorneys for Plaintiff RICHARD BALDWIN, on behalf of himself and others similarly situated
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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 NOTICE IS HEREBY GIVEN that on October 7, 2020, the attached Order and
3 Judgement of Final Approval of Class Action Settlement (“Order and Judgment”) has been
4 entered by the above-referenced court. A true and correct copy of the Order and Judgment is
5 attached hereto as Exhibit A.

6
7 Dated: October 7, 2020

LAW OFFICES OF CHOI & ASSOCIATES

8
9 By:  _____

10 Edward W. Choi
11 Attorneys for Plaintiff and the Class
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EXHIBIT A

1 Larry W. Lee (State Bar No. 228175)
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6 *** ADDITIONAL COUNSEL ON NEXT PAGE

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9 **FOR THE COUNTY OF ORANGE**
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11 ANDRE WILLIAMS, as an individual,
12 RICHARD BALDWIN, as an individual, and
13 on behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 STAFF PRO, INC., a California Corporation;
17 and DOES 1 through 50, inclusive,

18
19 Defendants.
20

Case No. 30-2016-00890905-CU-OE-CXC

Related Case No. 30-2018-01005139-CU-OE-CXC

**[AMENDED PROPOSED] ORDER AND
JUDGMENT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 2, 2020

Time: 10:00 a.m.

Location: CX105

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Attorneys for Plaintiff RICHARD BALDWIN, on behalf of himself and others similarly situated

1
2 This matter having come before this Court for hearing on October 2, 2020 at 10:00 a.m.
3 on Plaintiffs ANDRE WILLIAMS' and RICHARD BALDWIN's ("Named Plaintiffs")
4 unopposed Motion for Final Approval of Class Action Settlement, as set forth in the Parties'
5 Class Action Settlement Agreement and Amendment Thereto (collectively referred to as the
6 "Settlement Agreement"), pursuant to the Order Granting Preliminary Approval of Class Action
7 Settlement ("Preliminary Approval Order"), adequate notice having been given as required in the
8 Order, and the Court having considered all papers filed and proceedings had herein, and good
9 cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

10 The Court has jurisdiction over the subject matter of the action and all parties.

11 Based on a review of the papers submitted by Named Plaintiffs and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of \$4,750,000.00 and the terms
13 set forth in the Parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
14 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
15 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
16 meaning assigned to them in the Settlement Agreement and Notice of Settlement of Class Action
17 Lawsuit ("Class Notice").

18 The Court has determined that the Notice Packet provided to the Class pursuant to the
19 Preliminary Approval Order fully and accurately informed all Class Members of the material
20 elements of the proposed Settlement, constituted the best notice practicable under the
21 circumstances, and constituted valid, due and sufficient notice to all Class Members.

22 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
23 reasonable and adequate in all respects, determines that the Settlement was made in good faith
24 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
25 accordance with the terms of the Settlement Agreement. The Court further finds that the
26 Settlement appears to have been the result of arm's-length negotiations conducted after Class
27 Counsel had thoroughly and adequately investigated the claims and became familiar with the
28 strengths and weaknesses of those claims. In particular, the amount of money allocated to the

1 Class Members, among other factors, supports the Court’s conclusion that the Settlement is fair,
2 reasonable, and adequate. The amounts agreed to be paid by Defendant STAFF PRO, INC.
3 (“Defendant”), including the Individual Payment Amounts to be paid to Settlement Class
4 Members as provided for by the Settlement Agreement, are fair and reasonable under the facts of
5 this case.

6 The Court hereby grants final approval of attorneys’ fees in the amount of \$1,384,997.59
7 that will be paid to (1) Diversity Law Group, P.C. in the amount of \$332,399.43; (2) Law Offices
8 of Choi & Associates in the amount of \$498,599.13; (3) David Yeremian & Associates, Inc. in
9 the amount of \$359,332.69; and (4) United Employees Law Group, P.C. in the amount of
10 \$194,666.34.

11 The Court hereby grants final approval of attorneys’ costs in the amount of \$17,142.68 to
12 Class Counsel that will be paid as follows: (1) Law Offices of Choi & Associates in the amount
13 of \$7,559.02 and (2) David Yeremian & Associates, Inc. in the amount of \$9,583.66.

14 The Court hereby grants final approval of an enhancement award in the amount of
15 \$7,500.00 to each of the two Named Plaintiffs, in addition to their Individual Payment Amounts
16 as Settlement Class Members, for their time and effort serving as the Class Representatives.

17 The Court also hereby approves payment of \$49,000.00 to Phoenix Settlement
18 Administrators, the appointed Settlement Administrator, for the services it has rendered and will
19 render in administering the Settlement as described more fully in the Settlement Agreement.

20 Pursuant to California Labor Code Sections 2698, *et seq.*, the Court also hereby approves
21 payment of \$150,000.00 to the California Labor & Workforce Development Agency (“LWDA”)
22 as payment for penalties under the Private Attorneys General Act (“PAGA”). The \$150,000.00
23 payment constitutes the 75% allocation to the LWDA of the total amount of \$200,000.00
24 allocated to PAGA penalties.

25 The Court hereby finds that the Class Notice and all related documents have been mailed
26 to all Class Members as previously ordered by the Court, and that such Class Notice fairly and
27 adequately described the terms of the proposed Settlement Agreement, the manner in which
28 Class Members could object to or participate in the Settlement, and the manner in which Class

1 Members could opt out of the Class; was the best notice practicable under the circumstances;
2 was valid, due and sufficient notice to all Class Members; and complied fully with California
3 Rule of Court 3.769, due process and all other applicable laws. The Court further finds that a
4 full and fair opportunity has been afforded to Class Members to participate in the proceedings
5 convened to determine whether the proposed Settlement Agreement should be given final
6 approval. Accordingly, the Court hereby determines that all Class Members who did not file a
7 timely and proper request to be excluded from the Settlement are bound by this Order.

8 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to the
9 Class, Named Plaintiffs, and Defendant. The Court further finds that the Settlement appears to
10 be the product of good faith, intensive, serious, non-collusive, and arm's-length negotiations
11 between the Parties, is supported by an evidentiary record, experienced and qualified Class
12 Counsel and involvement of an experienced mediator, and all Settlement Class Members, and
13 confers a significant financial benefit to the Class considering ~~commensurate with~~ the likely
14 recovery if Named Plaintiffs prevailed at trial and the risks of continued litigation. The Court
15 further finds that the Settlement Agreement is consistent with public policy, and fully complies
16 with all applicable provisions of law, including the provisions of California Code of Civil
17 Procedure section 382 and California Rules of Court, Rule 3.760. The nature of the claims, the
18 strength of Defendant's defenses, the amounts paid under the Settlement, the allocation of
19 settlement proceeds among the Settlement Class Members and the fact that a settlement
20 represents a compromise of the Parties' respective positions rather than the result of a finding of
21 liability at trial all support the Court's decision granting final approval. The following factors
22 also support the decision granting final approval: the risk, expense, complexity and likely
23 duration of further litigation; the risk of attaining and maintaining class action status throughout
24 the proceedings; and the extent of discovery completed and the stage of the proceedings.

25 The reaction of the Class Members to the proposed Settlement further supports the
26 Court's decision granting final approval. There are no requests for exclusion from the
27 Settlement. Also, no objections have been submitted to the Settlement by any of the Class
28 Members.

1 Phoenix Settlement Administrators shall calculate and administer from the Maximum
2 Settlement Amount the following, all of which shall be deducted from the \$4,750,000.00
3 Settlement Amount: Settlement Class Awards to be made to the Settlement Class Members;
4 Attorneys' Fees and Costs Payments to Class Counsel; Enhancement Payments to the Named
5 Plaintiffs; PAGA payment to the LWDA; and employer's side taxes. Phoenix Settlement
6 Administrators is hereby directed to mail the Individual Payment Amounts and take all other
7 actions in furtherance of the settlement administration as specified in the Settlement Agreement.

8 The releases, waivers, and covenants not to sue by the Named Plaintiffs, as set forth in
9 the Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
10 reference and made a part of this Order as though fully set forth herein. As more specifically set
11 forth in the Settlement Agreement, by operation of the entry of this Order and Judgment and
12 pursuant to the Settlement, Named Plaintiffs waive and release the Released Claims as set forth
13 in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

14 The releases and waivers by the Class Members, as set forth in the Settlement Agreement
15 and in the Class Notice, are approved and are hereby incorporated by reference and made a part
16 of this Order as though fully set forth herein. As more specifically set forth in the Settlement
17 Agreement, by operation of the entry of this Order and Judgment and pursuant to the Settlement,
18 Class Members waive and release the Released Claims as set forth in the Settlement Agreement.

19 By means of this Final Approval Order, final judgment is entered, as defined in section
20 577 of the California Code of Civil Procedure, binding each Settlement Class Member and
21 operating as a full release and discharge of Released Claims. All rights to appeal this Order or
22 the Judgment have been waived except as specifically permitted in the Settlement Agreement.

23 Nothing in this Order and Judgment shall preclude any action to enforce the Parties'
24 obligations under the Settlement or under this Order.

25 Settlement Class Members shall have one-hundred eighty (180) days from the date of
26 issuance of the check to negotiate the check. Funds represented by Individual Settlement
27 Payment checks returned as undeliverable and Individual Settlement Payment checks remaining
28 un-cashed for more than 180 days after issuance will be tendered to Legal Aid at Work.

1 A compliance hearing is set for July 2, 2021 at 10:00 a.m. in Department CX105 of the
2 above-referenced Court. At least 16 days prior to the compliance hearing, the Settlement
3 Administrator will provide a written declaration under oath to certify the total amount that was
4 paid to all class members and ensure that distribution of the uncashed funds was tendered to
5 Legal Aid at Work.

6 Plaintiffs must submit an Amended Judgment as required by CCP §384(b) and 384.5 and
7 Government Code §68520. Specifically, the Amended Judgment must state how much money
8 was paid to the nonparty, including any interest that accrued on the funds, and, if known, the
9 purpose of the distribution to the nonparty and how it plans to expend the funds.

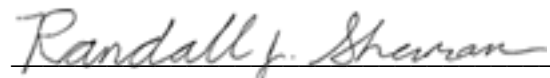
10 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
11 and continuing jurisdiction over the action and the Parties for purposes of supervising the
12 implementation, enforcement, construction, administration and effectuation of the Settlement
13 Agreement.

14 The Parties and Phoenix Settlement Administrators are hereby ordered to implement and
15 comply with the terms of the Settlement Agreement.

16 Notice of entry of this Order and Judgment will be available on the Settlement
17 Administrator's website.

18 **IT IS SO ORDERED AND ADJUDGED.**

19
20 DATED: **October 7, 2020**


Honorable Randall J. Sherman
Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles, California 90071.

On October 7, 2020, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Mollie M. Burks, Esq.
Linh T. Hua, Esq.
GORDON REES
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

Larry W. Lee, Esq.
Diversity Law Group, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian
Alvin B. Lindsay
535 N. Brand Blvd., Suite 705
Glendale, California 91203

UNITED EMPLOYEES LAW GROUP, PC
Walter Haines
5500 Bolsa Ave., Suite 201
Huntington Beach, CA 92649

California Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102

 BY MAIL

 As follows: I am “readily familiar” with the practice of Choi & Associates, Attorneys at Law for collection and processing of correspondence for mailing with the United States Postal Service and that correspondence placed in the outgoing mail tray in my office for collection would be deposited in the United States Mail that same day in the ordinary course of business.

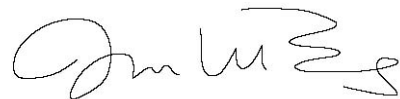
 X **BY ELECTRONIC SERVICE**

I caused such document to be uploaded to One Legal to be served on the offices of the addressees.

 x **(State)** I declare under penalty of perjury that the foregoing is true and correct.

 (Federal) I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on October 7, 2020, at Los Angeles, California.



Joon Bang