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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 01 2020

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

11 GEENA SICAIROS, individually, and on
12 behalf of aggrieved employees pursuant to the
13 Private Attorneys General Act ("PAGA"),

14 Plaintiff,

15 v.

16 STAFFMARK HOLDINGS, INC.;
17 RECRUIT HOLDINGS COMPANY, LTD.;
18 STAFFMARK INVESTMENT LLC;
19 STAFFMARK; and, ~~DOES 1 through 100;~~
20 ~~inclusive,~~

21 Defendants.

Case No: 30-2019-01050988-CU-OE-CXC

JUDGMENT

1 The Court has considered PLAINTIFF'S MOTION FOR APPROVAL OF
2 SETTLEMENT AND ENTRY OF JUDGMENT, including the settlement agreement, and the
3 record in this action ("the Litigation"). The matter having been submitted and good cause
4 appearing,

5 IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

6 1. All defined terms contained herein shall have the same meaning as set forth in
7 the Settlement Agreement between the Parties ("Settlement"). The Labor Code Private
8 Attorneys General Act, codified at California Labor Code section 2698 et seq., is hereinafter
referred to as "PAGA".

9 2. The Litigation consists of a representative action by Plaintiff Geena Sicairos
10 ("Plaintiff" or "PAGA Representative") against Defendant Staffmark Investment, LLC
11 ("Staffmark" or "Defendant") under PAGA for penalties on behalf of the State of California
12 and all Account Managers (including Senior Account Managers) employed by Staffmark in its
13 California branch offices from February 15, 2018 through September 1, 2020 (the "Aggrieved
14 Employees") asserting violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 222,
15 223, 224, 226, 226(a), 226(e), 226.2 226.3, 226.7, 233, 510, 512(a), 551, 552, 1174, 1194,
16 1197, 1197.1, 1198, 2698, 2699, 2800 and 2802 and Wage Order 4 (the "Representative PAGA
Action".)

17 3. The Court has jurisdiction over the subject matter of the Litigation, the PAGA
18 Representative, the Aggrieved Employees, and Staffmark. This Judgment shall be binding not
19 only on the named parties to the litigation but also on all Aggrieved Employees and the State of
20 California, who are hereby barred by the doctrine of res judicata from re-litigating the Released
21 Claims. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a
22 representative action brought by an aggrieved employee under PAGA is binding not only on the
23 named employee plaintiff but also on state labor law enforcement agencies and any aggrieved
24 employee not a party to the proceeding).

25 4. The Court hereby approves the terms set forth in the Settlement and finds that
26 the Settlement is fair to those affected and directs the Parties to effectuate the Settlement
27 according to its terms.

28 5. The Settlement is not an admission by Defendants as defined below, nor is this
Order a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither

1 this Order, the Settlement, nor any document referred to herein, nor any action taken to carry
2 out the Settlement, may be used as an admission of any fault, wrongdoing, omission,
3 concession, or liability whatsoever by or against Defendants.

4 6. In accordance with the Settlement, which the Court hereby approves based on
5 good cause showing for the reasons set forth in Plaintiff's motion, and with no objection
6 received from the LWDA: (a) The total payment under this Settlement Agreement is One
7 Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Gross Settlement Fund"), which
8 includes any and all payments to the Aggrieved Employees, payment to the LWDA pursuant to
9 PAGA, Plaintiff's Counsel's fees and costs, any service payments to the PAGA Representative,
10 and all third-party costs of settlement administration; (b) ILYM Group, Inc. is hereby approved
11 to administer this Settlement; and (c) the LWDA and all Aggrieved Employees are hereby
12 permanently enjoined from pursuing, or seeking to reopen, any Released Claims against any
13 Released Parties.

14 7. The Gross Settlement amount will be used to pay attorney fees and litigation costs
15 in the amount of \$500,000.00, Plaintiff's incentive award in the amount of \$15,000.00, and
16 settlement administration costs in the amount of \$10,000.00. The Net Settlement Fund is
17 \$975,000.00. Seventy-five percent (75%) of the Net Settlement Fund (i.e. \$731,250.00) will be
18 distributed to the California Labor and Workforce Development Agency ("LWDA") as
19 required by the PAGA and the remaining (25%) (\$243,750.00) will be distributed to the
20 employees.

21 8. The portion of the Net Settlement Amount available for distribution to PAGA
22 Settlement Group Members (25% of the Net Settlement Amount) will be divided among all
23 PAGA Settlement Group Members based on the number of pay periods worked during the
24 Covered Period. DEFENDANT shall provide the Settlement Administrator with specific pay
25 period information for all PAGA Settlement Group Members. The Settlement Administrator
26 will then calculate the total number of pay periods worked by all PAGA Settlement Group
27 Members during the Covered Period to get the "Total Pay Periods." The Settlement
28 Administrator will then divide the 25% of the Net Settlement Amount to be paid to the PAGA
Settlement Group Members by the Total Pay Periods during the Covered Period. This will
yield the amount to be paid to each PAGA Settlement Group Member for each pay period, or
the "Settlement Amount Per Pay Period." Each PAGA Settlement Group Member's share of
the settlement will then be calculated by multiplying the Settlement Amount Per Pay Period by

1 the number of pay periods worked by that PAGA Settlement Group Member during the PAGA
2 Period based on DEFENDANT'S records. The PAGA Settlement Group Members will be paid
3 Settlement Payments based on the number of pay periods they worked as calculated by the
4 Settlement Administrator.

5 9. Plaintiff will be issued an IRS Form 1099 and its state and local equivalents for
6 any incentive payment amount received under the Settlement. The payments to PAGA
7 Settlement Group Members will not be reduced by payroll tax withholding and deductions;
8 instead, the Settlement Administrator will issue to the PAGA Settlement Group Members an
9 IRS Form 1099 and its state and local equivalents with respect to the payment.

10 10. The PAGA Settlement Group Members must cash his or her Settlement Share
11 check within 180 calendar days after it is mailed to him or her. If a check is returned to the
12 Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-
13 mail it to the PAGA Settlement Group Member at his or her correct address in accordance with
14 the procedures set forth in Section III.M.2 of the PAGA Settlement Agreement. If a PAGA
15 Settlement Group Member cannot be located using the procedures set forth in Section III.M.2
16 of the PAGA Settlement Agreement, or if a PAGA Settlement Group Member fails to cash the
17 check for his or her Settlement Share within 180 days after it is mailed to him or her, the
18 Settlement Administrator will distribute the funds represented by the uncashed check to the
19 California State Controllers' Office Unclaimed Property Fund.

20 11. The Court hereby confirms Reuben D. Nathan of Nathan and Associates as
21 PAGA Counsel, Geena Sicairos as the PAGA Representative, and ILYM Group Inc. as the
22 Settlement Administrator.

23 12. The Court has determined that the amount sought for attorneys' fees and costs
24 (\$500,000.00 or 33.3% of the gross settlement amount) as set forth in the Settlement, are
25 reasonable within the meaning of Labor Code section 2699 (g)(1).

26 13. The Court has determined that the PAGA Representative award in the amount of
27 Fifteen Thousand Dollars (\$15,000.00) to Geena Sicairos is reasonable based on her efforts and
28 the results of the Settlement.

14. The Court has determined that the payment in the amount of \$10,000.00 to the
Settlement Administrator, ILYM Group Inc. is reasonable.

1 15. The Court further orders, adjudge and decrees that upon the Court's signing of
2 an order approving the Settlement, the LWDA and Aggrieved Employees fully release and
3 forever discharge the Released Parties from any and all claims under PAGA against the
4 Released Parties that were alleged in the Fourth Amended Complaint, including but not limited
5 to alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221,
6 222, 223, 224, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 233, 510, 512, 551, 552, 558, 1174,
7 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, and 2802; and Wage Order 4.

8 16. All of the Released Claims are deemed adjudicated and extinguished with
9 prejudice as to the PAGA Representative, all of the other Aggrieved Employees, and the State
10 of California.

11 17. The Settlement Administrator shall make the payments to the LWDA, the
12 Aggrieved Employees, the Plaintiff, Plaintiffs' counsel and to the Settlement Administrator as
13 provided for in the Settlement Agreement.

14 18. The Court further finds that notice of the Settlement has been provided to the
15 LWDA as required by PAGA and Labor Code section 2699, subdivision (1)(2), in particular.

16 19. Any request to intervene in the Litigation and/or Settlement that is filed after the
17 date this Judgment is entered shall be and hereby is deemed untimely.

18 20. Neither the Settlement nor any act performed or document executed pursuant to
19 or in furtherance of the Settlement (a) is or may be deemed to be or may be used as an
20 admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or
21 liability of the Releasees, or any of them; or (b) is or may be deemed to be or may be used as an
22 admission of, or evidence of, any fault or omission of the Releasees, or any of them, in any
23 civil, criminal or administrative proceeding in any court, administrative agency or other
24 tribunal. Staffmark or any of the Releasees may file the Settlement and/or the Judgment from
25 this Litigation in any other action that may be brought against it or them in order to support a
26 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
27 faith settlement, judgment bar or reduction or any theory of claim preclusion or issue
28 preclusion or similar defense or counterclaim.


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21. This action is dismissed with prejudice.

22. This Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6, over this action and the Parties and Aggrieved Employees, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order. Consistent therewith, the Court hereby schedules a final accounting hearing on August 6, 2021 at 9:00 a.m.

IT IS SO ORDERED AND ADJUDGED.

Dated: 12-1-2020



The Honorable Peter Wilson
Judge of the Superior Court