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8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11
12 BARBARA GRADY, individually
13 and on behalf of all others similarly
14 situated,

15 Plaintiffs,

16 v.

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18 RCM TECHNOLOGIES, INC.,

19 Defendant.
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Case No.: 5:22-cv-00842 JLS-SHK

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 23, 2024

Time: 10:30 a.m.

Location:

First Street U.S. Courthouse
350 W. 1st Street, Courtroom 8A, 8th Floor,
Los Angeles, CA 90012

Complaint Filed: February 7, 2022

1 Before the Court is Plaintiff Barbara Grady’s (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action Settlement.

3 The Parties have agreed to a settlement upon the terms and conditions set forth in
4 the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement
5 Agreement”). If the settlement receives final approval, then under the terms of the
6 Settlement Agreement there would be full and final resolution of this action.

7 Having reviewed Plaintiff’s Motion and all papers submitted in support thereof,
8 including the Settlement Agreement and the Exhibit thereto, the Declaration of Joshua
9 Konecky and the Exhibits thereto, and the Declaration of the Settlement Administrator
10 and the Exhibits thereto, and good cause appearing, IT IS HEREBY ORDERED THAT:

11 1. The Court hereby GRANTS preliminary approval of the class action and
12 representative action settlement upon the terms and conditions set forth in the Settlement
13 Agreement. The Court preliminarily finds that the terms of the settlement are fair,
14 reasonable, and adequate, subject to further consideration at the Final Approval Hearing
15 described below.

16 2. For purposes of this Preliminary Approval Order (“Order”), the Court hereby
17 adopts and incorporates all definitions set forth in the Settlement Agreement.

18 3. The Court preliminarily finds that the Settlement is the product of informed,
19 non-collusive negotiations conducted at arms’ length by the Parties. The Court has
20 considered the alleged strengths of Plaintiff’s claims; the risks, delays, and uncertainties
21 of maintaining them in litigation, trial, and appeal; the amount of the Settlement and
22 mechanism for allocating settlement proceeds among Class Members; and the fact that the
23 Settlement represents a compromise of the Parties’ respective positions.

24 4. Solely for the purpose of settlement in accordance with the Settlement
25 Agreement, the Court finds that the requirements of Rule 23 of the Federal Rules of Civil
26 Procedure and other laws applicable to preliminary settlement approval of class actions
27 have been satisfied. The Court hereby certifies, for settlement purposes only, the
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1 following Class:

2 All those employed as non-exempt, hourly paid nurses by Defendant
3 RCM in California at any time between March 1, 2020 and March 7,
4 2023 and assigned by RCM Technologies (USA), Inc. to work at
5 COVID-19 testing or vaccination sites for San Bernardino County
6 (including Arrowhead Regional Medical Center), and at K-12 schools
7 for Los Angeles Unified School District (LAUSD) or Ginkgo
8 Concentric (Ginkgo) during the Class Period.

9 5. Pursuant to the Settlement Agreement, and for settlement purposes only, the
10 Court further finds that:

- 11 a. The Class is so numerous that joinder of all members is impracticable;
- 12 b. There are questions of law or fact common to the Class claims that
13 predominate over the questions affecting only individual members;
- 14 c. The claims of the Class Representative are typical of the claims of the Class
15 that the Class Representative seeks to certify;
- 16 d. The Class Representative, Plaintiff Barbara Grady, will fairly and
17 adequately protect the interests of the Class and is, therefore, appointed as the
18 representative of the Class;
- 19 e. Class Counsel, Schneider Wallace Cottrell Konecky LLP, will fairly and
20 adequately protect the interests of the Class and is qualified to represent the Class and is,
21 therefore, appointed as attorneys for the Class for purposes of settlement; and
- 22 f. Certification of the Class is superior to other available methods for fair and
23 efficient adjudication of the controversy.

24 6. JND Legal Administration is hereby appointed to serve as the Settlement
25 Administrator. The Settlement Administrator will administer the applicable provisions of
26 the Settlement Agreement, including but not limited to: providing Notice of the Settlement
27 to the Class Members in accordance with the terms of the Settlement; processing any
28 objections and Requests for Exclusion; processing and resolving any disputes concerning
Defendant's records as to a Class Member's eligible Workweeks; computing the amount
of and distributing Individual Settlement Payments, any Class Representative Service

1 Award, and any Class Counsel Award; providing reports to counsel and the Court; and
2 calculating and remitting all employer and employee tax applications and preparing and
3 submitting filings required by law in connection with the payments required by the
4 Settlement.

5 7. Pursuant to the terms of the Settlement Agreement, Defendants are hereby
6 directed to prepare and provide the Class Data to the Settlement Administrator within
7 fourteen (14) calendar days of entry of this Order.

8 8. Pursuant to the terms of the Settlement Agreement, JND Legal
9 Administration is hereby directed to send by first-class regular U.S. mail the Notice of
10 Class Action Settlement (“Notice”) to all Class within fourteen (14) calendar days of
11 receiving the Class Data from Defendant.

12 9. The Court approves as to form and content the Notice attached as Exhibit 1
13 to the Settlement Agreement and as Exhibit B to the Konecky Declaration. The Court
14 finds that the distribution of the Notice in the manner set forth in this Order and the
15 Settlement Agreement is the best notice practicable under the circumstances, and
16 constitutes valid, due and sufficient notice to all members of the Class, complying fully
17 with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States
18 Constitution, and any other applicable law, and shall constitute due and sufficient notice
19 to all Class Members entitled thereto.

20 10. Any Class Member may request to be excluded from the Class and the Class
21 Settlement by submitting a written Request for Exclusion in accordance with Section 11
22 of the Settlement Notice. Any such Request for Exclusion will be timely only if
23 postmarked, emailed, or faxed to the Settlement Administrator no later than the Response
24 Deadline, which is forty-five (45) days after the Notice is initially mailed to the Class
25 Members, unless extended by the need to re-mail the Settlement Notice to a more recent
26 address, as set forth in the Settlement Agreement. Any Class Member who submits a
27 completed, signed, and timely written Request for Exclusion shall not be a member of the
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1 Settlement Class, shall be barred from participating in this Settlement, shall be barred from
2 objecting to this Settlement, and shall receive no benefit from this Settlement, except that
3 Class Members who are also PAGA Members will remain part of the PAGA Class and be
4 subject to the PAGA Release. Class Members shall be bound by all provisions of the
5 Settlement Agreement and shall release all Released Claims unless they submit a
6 completed, signed, and timely Request for Exclusion.

7 11. Any Class Member wishing to object to this Settlement may do so in writing
8 following the procedure set forth in Section 12 of the Settlement Notice and prescribed by
9 paragraphs 19, 30 and 61 of the Settlement Agreement. For an objection to be valid and
10 timely, it must be submitted to the Settlement Administrator on or before the Response
11 Deadline, which is forty-five (45) days after the Notice is initially mailed to the Class
12 Members, unless extended by the need to re-mail the Settlement Notice to a more recent
13 address, as set forth in the Settlement Agreement.

14 12. Any Class Member who has submitted such written objections may, but is
15 not required to, appear himself or herself, or through counsel, at the Final Approval
16 Hearing and object to the approval of the Settlement or the award of attorneys' fees and
17 reimbursement of expenses to counsel.

18 13. Any Class Member who does not make his or her objection(s) in the manner
19 so provided in the Settlement Notice shall be deemed to have waived such objection(s)
20 and shall forever be foreclosed from making any objection(s) to the fairness or adequacy
21 of the proposed Settlement Agreement as incorporated in the Settlement Agreement and
22 the award of attorneys' fees and reimbursement of expenses to counsel and the right to
23 appeal any orders that are entered relating thereto, unless otherwise ordered by the Court.

24 14. The Final Fairness and Approval Hearing shall be held on
25 _____, 2024 at 10:30 a.m., before the Honorable Josephine L. Staton, in
26 Courtroom 8A of the United States District Court for the Central District of California,
27 350 W. 1st Street, Los Angeles, CA 90012. At that time, the Court shall determine: (a)
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1 whether the proposed settlement of the Action on the terms and conditions provided for in
2 the Settlement Agreement is fair, just, reasonable, and adequate and should be finally
3 approved; (b) whether judgment as provided in the Settlement Agreement should be
4 entered herein; (c) whether to approve Class Counsel’s application for an award of
5 attorneys’ fees and costs, and the application for a Service Award to the Plaintiff; and (d)
6 to hear any timely objections to the Settlement.

7 15. The Court reserves the right to adjourn the date of the Final Approval Hearing
8 and any adjournment thereof without further notice to the Class Members and retains
9 jurisdiction to consider all further applications arising out of or connected with the
10 Settlement. The Court may approve the Settlement, with such modifications as may be
11 agreed to by the Parties to the Settlement, if appropriate, without further notice to the
12 Class.

13 16. Pending further order of this Court, all proceedings in this matter except those
14 contemplated herein and in the Agreement are stayed and suspended until further order of
15 this Court. Class Members are hereby enjoined from prosecuting the Released Claims
16 against Defendant or the Released Parties.

17 17. The Court recognizes that certification under this Order is for settlement
18 purposes only, and shall not constitute or be construed as a finding by the Court, or an
19 admission on the part of Defendants or any of the Released Parties, of any fault or omission
20 with respect to any claim or that this action is appropriate for class treatment for litigation
21 purposes. Entry of this Order is without prejudice to the rights of Defendant or any of the
22 Released Parties to oppose class certification in this action should the proposed Settlement
23 not be granted final approval.

24 IT IS SO ORDERED.

25 Dated:

26 _____
27 Honorable Josephine L. Staton
28 United States District Judge