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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

BARBARA GRADY, individually  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

RCM TECHNOLOGIES, INC.,

Defendant.

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

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

**Date:** April 28, 2023

**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**  
11 **THAT:**

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

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

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

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

1 following Class:

2 **All current and former nonexempt employees of Defendant who**  
3 **work or worked for Defendant as a traveling nurse or like hourly**  
4 **position in California during the Class Period.**

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

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

21 6. ILYM Group, Inc. is hereby appointed to serve as the Settlement  
22 Administrator. The Settlement Administrator will administer the applicable provisions  
23 of the Settlement Agreement, including but not limited to: providing Notice of the  
24 Settlement to the Class Members in accordance with the terms of the Settlement;  
25 processing any objections and Requests for Exclusion; processing and resolving any  
26 disputes concerning Defendant's records as to a Class Member's eligible Workweeks;  
27 computing the amount of and distributing Individual Settlement Payments, any Class  
28 Representative Service Award, and any Class Counsel Award; providing reports to  
counsel and the Court; and calculating and remitting all employer and employee tax

1 applications and preparing and submitting filings required by law in connection with the  
2 payments required by the Settlement.

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

6 8. Pursuant to the terms of the Settlement Agreement, ILYM Group, Inc. is  
7 hereby directed to send by first-class regular U.S. mail the Notice of Class Action  
8 Settlement (“Notice”) to all Class within twenty-eight (28) calendar days of receiving the  
9 Class Data from Defendant.

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

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

1 and be subject to the PAGA Release. Class Members shall be bound by all provisions of  
2 the Settlement Agreement and shall release all Released Claims unless they submit a  
3 completed, signed, and timely Request for Exclusion.

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

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

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

21 14. The Final Fairness and Approval Hearing shall be held on  
22 \_\_\_\_\_, 2023 at 10:30 a.m., before the Honorable Josephine L. Staton, in  
23 Courtroom 8A of the United States District Court for the Central District of California,  
24 350 W. 1<sup>st</sup> Street, Los Angeles, CA 90012. At that time, the Court shall determine: (a)  
25 whether the proposed settlement of the Action on the terms and conditions provided for  
26 in the Settlement Agreement is fair, just, reasonable, and adequate and should be finally  
27 approved; (b) whether judgment as provided in the Settlement Agreement should be  
28 entered herein; (c) whether to approve Class Counsel's application for an award of

1 attorneys' fees and costs, and the application for a Service Award to the Plaintiff; and (d)  
2 to hear any timely objections to the Settlement.

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

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

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

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21 **IT IS SO ORDERED.**

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24 Dated:

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25 Honorable Josephine L. Staton  
26 United States District Judge  
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