

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hhemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hhemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff and all others similarly situated
KIMBERLEY MILLER KAISERMAN

ELECTRONICALLY FILED
Superior Court of California
County of Marin
03/04/2026
James M. Kim, Clerk of the Court
V. Johanson, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

KIMBERLEY MILLER KAISERMAN, an
individual, on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

CLUTCH STAFFING LLC, a Pennsylvania
Limited Liability Company; PUBLICIS
HEALTH, LLC, a Delaware Limited Liability
Company; and DOES 1 TO 50,

Defendants.

CASE NO.: CV0005329

[Assigned to Honorable Stephen Freccero,
Courtroom A]

\$PF

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

*[Notice, Memorandum of Points and
Authorities and Declarations of Matthew A.
Haulk and Kimberley Miller Kaiserman filed
concurrently herewith]*

Date:

Time:

Dept.: A

Complaint Filed: February 7, 2025

Trial Date: None

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Kimberley Kaiserman (“Plaintiff”) and Defendant Publicis Health LLC
3 (“Defendant”) have reached terms of settlement for a putative class action and representative action.

4 Plaintiff has filed a motion for preliminary approval of a class action and PAGA settlement
5 of the claims asserted against Defendant in this action, memorialized in the CLASS ACTION AND
6 PAGA SETTLEMENT AGREEMENT (see DECLARATION OF MATT A. HAULK IN
7 SUPPORT OF PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS
8 ACTION SETTLEMENT [“Haulk Decl.”], at Exh. 1). The CLASS ACTION AND PAGA
9 SETTLEMENT AGREEMENT is referred to herein as the “Agreement” or “Settlement.”

10 After reviewing the Agreement, the Notice process, and other related documents, and
11 having heard the argument of Counsel for respective parties **IT IS HEREBY ORDERED AS**
12 **FOLLOWS:**

13 1. The Court preliminarily finds that the terms of the proposed class action Settlement
14 are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting
15 preliminary approval of the class action settlement, the Court has considered the factors identified
16 in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple*
17 *Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
18 (2006).

19 2. The Court finds that the Settlement has been reached as a result of intensive, serious
20 and non-collusive arms-length negotiations with the assistance of a neutral private mediator, Arthur
21 Eidelhoch. The Court further finds that the parties have conducted thorough investigation and
22 research, and the attorneys for the parties are able to reasonably evaluate their respective positions.
23 The Court also finds that settlement at this time will avoid additional substantial costs, as well as
24 avoid the delay and risks that would be presented by the further prosecution of the action. The Court
25 finds that the risks of further prosecution are substantial.

26 3. The parties’ Settlement is granted preliminary approval as it meets the criteria for
27 preliminary settlement approval. The Court finds that it is appropriate to notify the members of the
28 proposed settlement Class of the terms of the proposed settlement.

1 4. The parties' proposed notice plan is constitutionally sound because individual
2 notices will be mailed to all Class Members whose identities are known to the parties, and such
3 notice is the best notice practicable. The parties' proposed Class Notice (DECLARATION OF
4 MATTHEW A. HAULK IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
5 APPROVAL OF CLASS ACTION SETTLEMENT, Exhibit 2) is sufficient to inform Class
6 Members of the terms of the Settlement, their rights under the settlement, their rights to object to
7 the Settlement, their right to receive a payment under the settlement or elect not to participate in
8 the settlement, and the processes for doing so, and the date and location of the final approval hearing
9 and is therefore approved.

10 5. The following persons are certified as Class Members solely for the purpose of
11 entering a settlement in this matter:

12 Plaintiff and all other individuals who are or have been employed by Defendant
13 Publicis Health, LLC ("Defendant" or "Publicis") in California, or provided services
14 to Defendant in California through the staffing agency Clutch Staffing, at any time
 between February 7, 2021 and the date of preliminary approval of the settlement or
 December 31, 2025, whichever is earlier.

15 6. Plaintiff is appointed the Class Representative. The Court finds Plaintiff's counsel
16 are adequate, as they are experienced in wage and hour class action litigation and have no conflicts
17 of interest with absent Settlement Class Members, and that they adequately represented the interests
18 of absent class members in the Litigation. Matthew A. Haulk and Jose M. Herrera of Haulk &
19 Herrera LLP are appointed Class Counsel.

20 7. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator,
21 pursuant to the terms set forth in the Agreement.

22 8. Class Members will be bound by the Agreement unless they submit a timely and
23 valid written request to be excluded from the Settlement within 45 days after mailing of the Class
24 Notice or, and in the case of a re-mailed Notice, forty-five (45) days from the original mailing or
25 fourteen (14) days from the date of re-mailing, whichever is greater, or in accordance with the terms
26 of the Agreement.

27 9. Any Request for Exclusion shall be submitted to the Settlement Administrator rather
28 than filed with the Court. Class members are not required to send copies of the Request for

1 Exclusion to counsel. The Settlement Administrator shall file a declaration concurrently with the
2 filing of any motion for final approval, authenticating a copy of every Request for Exclusion
3 received by the administrator.

4 10. Prior to the Final Approval Hearing, Plaintiff shall file a timely motion for final
5 approval of the Settlement as provided in the Agreement.

6 11. Defendants are directed to provide the Settlement Administrator the Class Data in
7 the manner and within the time frame specified in the Agreement.

8 12. The Settlement Administrator is directed to mail the approved Class Notice by first-
9 class mail to the Class Members in accordance with the Agreement.

10 13. A final approval hearing will be held on July 21, 2026 at 1:30 p.m., in Department
11 A, to determine whether the settlement should be granted final approval as fair, reasonable, and
12 adequate as to the Participating Class Members. At that time, the Court will hear all evidence and
13 arguments necessary to evaluate the Settlement. Participating Class Members and their counsel
14 may support or oppose the Settlement, if they so desire, in accordance with the procedures set forth
15 in the Class Notice and this Order. Non-Participating Class Members shall not have a right to object
16 to the class action components of the Settlement.

17 14. As set forth in the Notice, any Participating Class Member may appear at the final
18 approval hearing in person or by his or her own attorney and show cause why the Court should not
19 approve the settlement, or object to the motion for awards of the Attorney's Fees and Costs. For
20 any written comments or objections to be considered at the hearing, the Participating Class Member
21 must submit a written objection in accordance with the deadlines set forth in the Class Notice, or
22 as otherwise permitted by the Court.

23 15. Any written objection shall be submitted to the Settlement Administrator rather than
24 filed with the Court. Class Members are not required to send copies of the Objection Form to
25 counsel. The Settlement Administrator shall provide a declaration consistent with its obligations in
26 the Agreement.

27 16. The Court reserves the right to continue the date of the final approval hearing
28 without further notice to Class Members.

1 17. Class Counsel shall give notice to any objecting party of any continuance of the
2 hearing of the motion for final approval

3 18. The Court retains jurisdiction to consider all further applications arising out of or in
4 connection with the settlement.

5 **IT IS SO ORDERED.**

6
7 DATED: 03/04/2026

8 
9 BV: _____
10 Honorable Stephen Freccero.
11 Judge of the Superior Court
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28