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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

SHANNON HEUKLOM, MICHAEL
BURRIS, ROSEMARIE BERSABE,
JANICE CAHAMBING,
CASSANDRA COLEMAN, LAUREN
POPPEN, NICOLE MARIE
SACHKAR, KELSEY ADAMS, ERIC
SEVERIANO and JONATHAN
RUSHING, on behalf of the State of
California, as private attorney generals,

Plaintiffs,

vs.

CLARA MEDICAL GROUP, P.C., a
California Professional Corporation;
and GOFORWARD, INC., a
Corporation; and DOES 2 through 50,
inclusive,

Defendants.

Lead Case No. CGC-20-587942
[Consolidated with Case No.: CGC-21-591081]

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: March 16, 2022
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Date Action Filed: November 4, 2020
Trial Date: Not Set

1 Plaintiffs Shannon Heuklom, Michael Burris, Eric Severiano, Jonathan Rushing, Cassie
2 Coleman, Janice Cahambing, Rosemarie Bersabe, Lauren Poppen, Nicole Marie Sachkar and Kelsey
3 Adams (“Plaintiffs”) move for approval of the settlement of Plaintiffs’ claims under the California
4 Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1),
5 against Defendants Clara Medical Group, P.C. and GoForward, Inc. (“Defendants”).

6 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
7 in this action and are authorized to act as private attorney generals with respect to the PAGA claims
8 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”). The
9 California Labor Workforce Development Agency was provided with notice of the Settlement and
10 the motion for approval of the PAGA settlement via its online process and no objection has been
11 received to the settlement or the motion from the Labor Workforce Development Agency.

12 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA
13 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
14 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
15 \$600,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
16 \$4,000), PAGA Counsel’s Attorneys’ Fees in the amount of \$200,000 (one-third of the Gross
17 Settlement Amount), PAGA Counsel’s Attorneys’ Expenses in the amount of \$16,137.58 (not to
18 exceed \$20,000) and enhancement awards of \$10,000 for each of the ten Plaintiffs (\$100,000 total).
19 The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after
20 deduction of Settlement Administration Costs, Enhancement Awards, Attorneys’ Fees and
21 Attorneys’ Expenses, shall be allocated to Labor Code 2699 penalties, including other civil penalties
22 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will
23 be paid to the Aggrieved Employees.

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiffs’ motion and approves the
26 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
27 allocated and paid out as set forth in the Settlement Agreement.
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1 The “Aggrieved Employees” are defined as all individuals who were engaged by either
2 Defendant Clara Medical Group, P.C. and/or Defendant GoForward, Inc. in California as Care
3 Coordinators and classified as independent contractors during the period January 5, 2020 to February
4 1, 2022; and all individuals who were engaged by either Defendant Clara Medical Group, P.C.
5 and/or Defendant GoForward, Inc. in California as Nurse Practitioners and classified as independent
6 contractors during the period April 15, 2019 to February 1, 2022. The Aggrieved Employees are
7 estimated to consist of 67 individuals -- 54 Aggrieved Employees who worked as Nurse Practitioners
8 and 13 Aggrieved Employees who worked as Care Coordinators.

9 Upon the Effective Date of this Order and Judgment, Defendants and the Released Parties¹
10 shall be entitled to a release of the PAGA Released Claims. The “PAGA Released Claims” are all
11 claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California
12 Labor Code violations that are asserted in the LWDA Notice and operative complaint in the
13 *Heuklom* and *Severiano* Actions, or that could have been asserted in the LWDA Notice and
14 operative complaint in the *Heuklom* and *Severiano* Actions based on the facts alleged therein, which
15 are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations alleged in or based
16 on the facts asserted in the operative complaints in the *Heuklom* and *Severiano* Actions, including
17 Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 245, 351, 510, 512, 558,
18 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders. The
19 “PAGA Released Claims” expressly excludes underlying wage and hour claims, claims for wrongful
20 termination, discrimination, unemployment insurance, disability, worker’s compensation, and claims
21 outside of the CC PAGA Period and/or NP PAGA Period. In no event shall the release of the
22 Released PAGA Claims in this Settlement Agreement release any individual claims of any
23 individuals.

24 This claim asserted under PAGA in this action is dismissed with prejudice. After entry of
25 this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
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27 ¹ “Released Parties” means Defendants and any of their past or present agents, officers, directors, employees,
28 stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors and
predecessors in interest, insurers, and assigns of the foregoing (expressly including, but not limited to Adrian Aoun).

1 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
2 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
3 the distribution of settlement benefits.

4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
5 **ENTERED ACCORDINGLY.**

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7 DATED: _____

8 THE HONORABLE RICHARD B. ULMER
9 JUDGE OF THE SUPERIOR COURT
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