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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHELE PRYOR, as an individual and as
proxy for the California Labor and
Workforce Development Agency,

Plaintiff,

vs.

SONNEY L. CHONG, DMD, INC., a
California Corporation; SONNEY L.
CHONG, an individual; and DOES 1-10,
inclusive,

Defendants.

Case No. 34-2020-00285342

PLAINTIFF MICHELE PRYOR'S
UNOPPOSED MOTION FOR AN ORDER
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004, AND DISMISSING
ACTION WITH PREJUDICE

Date: July 28, 2021
Time: 9:00 a.m.
Dept.: 54

Reservation No.: 2572290

I. INTRODUCTION

Plaintiff Michele Pryor ("Plaintiff") respectfully moves this Court for an Order granting approval of the proposed Settlement of claims brought under the Private Attorneys General Act of 2004 ("PAGA") in the above-captioned Lawsuit against Defendants Sonney L. Chong, DMD, Inc. and Sonney L. Chong ("Defendants"). California Labor Code § 2699(1)(2) provides that the Court must review and approve of a PAGA settlement. The PAGA settlement at hand, as explained below, is only \$2,500 because of the small number of

1 employees, and because Plaintiff was one of the only full-time employees (meaning her work
2 experiences were unique to her.) The Parties to the action have entered into a stipulation and
3 form of a proposed order to the Court to assist with its review of the PAGA settlement.

4 **II. STATEMENT OF THE CASE, SETTLEMENT, AND PROPOSED ORDER.**

5 **A. The Parties**

6 Defendants operate a dental office in Sacramento County. Defendant employed Plaintiff
7 Michele Pryor as a non-exempt, full-time, hourly employee in the position of Registered Dental
8 Assistant (“RDA”) for approximately 17 years, until the termination of her employment in June
9 of 2019. As an RDA Plaintiff’s position was unique as she was one of the only full-time
10 employees, and was one of the only employees responsible for the care of more than 1 patient at
11 a time.

12 **B. The Claims Asserted**

13 Plaintiff asserted PAGA claims for (1) minimum wage violations, (2) meal break
14 violations, (3) rest break violations, (4) overtime violations, (5) failure to pay wages due on
15 termination, (6) failure to furnish accurate wage statements, and (7) failure to maintain accurate
16 wage statements.

17 **C. Mediation**

18 On May 3, 2020, the Parties engaged in mediation with mediator Russ Wunderli, Esq. At
19 the mediation, and based on discovery produced by Defendants, Plaintiff’s counsel concluded
20 that the number of PAGA violations was smaller than anticipated, mostly because Plaintiff’s
21 unique position created a work experience (regarding breaks, schedule, and the like) that were
22 not shared by other employees, particularly, the part-time employees.

23 **D. Settlement**

24 Plaintiff settled the PAGA claims, subject to the Court’s approval for \$2,500, to be paid
25 75% to the State, and 25% to the 11 employees within the PAGA class. No fees or costs were to
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1 be deducted from the \$2,500, and Defendants were willing to absorb the minor costs associated
2 with distributing the \$2,500.00. ¹

3 **E. Stipulation and Order**

4 Attached as Exhibit “A” to the Declaration of William J. Gorham, III, is a stipulation
5 entered into by the Parties herein, providing the evidentiary support for the requested Court
6 approval. Filed concurrently herewith is the proposed order for the Court to bring the PAGA
7 claims to a close and to permit dismissal of the same.

8 **III. LAW AND ITS APPLICATION**

9 The settlement of a PAGA claim requires court approval pursuant to the operative PAGA
10 statute, which states that the “[t]he superior court shall review and approve any settlement of any
11 civil action filed pursuant to this part.” *See Labor Code* § 2699(1)(2). Beyond this broad
12 directive, there is no guidance as to the parameters that should inform a court’s review of the
13 propriety of a PAGA settlement. In general, courts have determined that a settlement which
14 serves the deterrent and punitive functions of the PAGA statute is appropriately approved. E.g.
15 *Hernandez v. Best Buy Stores, LP*, 2017 WL 2445438 *2 (S.D. Cal. 2017); *Gutilla v. Aerotek,*
16 *Inc.*, 2017 WL 2729864 * 3 (E.D. Cal. 2017). Inasmuch as the PAGA violations are extremely
17 limited, there is no question that the purposes of the PAGA are being served by acknowledging
18 that the violations are limited, and so should be the resolution.

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25 ¹ Plaintiff has entered into a separate, confidential settlement agreement with Defendants with respect to non-
26 PAGA claims. The confidentiality of that agreement is a material term of same. Further, Plaintiff’s non-PAGA
27 settlement does not require approval. “While California Labor Code § 2699(1)(2) requires this court to approve any
28 settlement agreement with respect to plaintiffs’ PAGA claims, the court is aware of no corresponding provision that
imposes any duty on this court to supervise settlement of plaintiffs’ non-PAGA claims.” *Tenorio v. Gallardo* (E.D.
Cal. Sept.30, 2019) 2019 WL 4747949, *3.

1 **IV. CONCLUSION**

2 For all the reasons set forth above, Plaintiff respectfully requests that this Court grant the
3 instant motion.

4 **DATED:** June 23, 2021

MAYALL HURLEY P.C.

By _____

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Attorneys for Plaintiff
MICHELE PRYOR