

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com

Attorneys for Plaintiff and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

MARY JANE HINKLE, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

ALAMEDA HEALTHCARE &
WELLNESS CENTER, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No.: RG21090402

(Assigned to the Honorable Noël Wise, Dept. 21)

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT OF 2004 AND ENTERING JUDGMENT
THEREON**

Date: September 10, 2024
Time: 1:30 P.M.
Dept.: 21

Reservation ID: 679065050734

Action Filed: March 2, 2021
Trial Date: Not Set

[PROPOSED] ORDER

Plaintiff Mary Jane Hinkle's ("Plaintiff") Motion to Approve the Parties' Settlement Agreement Pursuant to the Private Attorneys General Act of 2004 came on regularly for hearing. Appearances for Plaintiff and Defendant Alameda Healthcare & Wellness Center, LLC ("Defendant") (Plaintiff and Defendants collectively, the "Parties") were noted on the record.

The Court has considered the Joint Stipulation of Settlement ("Settlement Agreement") and all other papers filed in this action.

NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. Pursuant to Labor Code § 2699(1)(2), the Court approves the Settlement Agreement executed by Plaintiff and Defendant and filed with this Court, which is incorporated herein by this reference as though set forth in full, including the settlement administration and release of claims. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that the Labor & Workforce Development Agency ("LWDA") has been given timely and proper notice of the Settlement Agreement pursuant to the Labor Code Private Attorneys General Act ("PAGA").

3. The Parties are hereby ordered to carry out the terms of the Settlement Agreement. Defendant is hereby ordered to fund the Gross Fund Value of \$237,500.00 no later than 14 days after the Effective Date.

4. Pursuant to the terms of the Settlement Agreement and Labor Code § 2699(i), the Gross Fund Value of \$237,500.00 shall be distributed as follows:

- \$5,000.00 to Plaintiff Mary Jane Hinkle for acting as a named plaintiff;
- \$79,166.67 to Plaintiff's Counsel as attorneys' fees;
- \$21,060.84 to Plaintiff's Counsel as costs;
- \$5,500.00 to Phoenix Settlement Administrators as the Settlement Administrator, who is hereby ordered to administer the Settlement;
- The remainder, or the PAGA Fund, after the above deductions shall be distributed 75% (\$95,079.97) to the Labor & Workforce Development

Agency and 25% (\$31,693.12) to the PAGA Group Members based on the formula set forth in the Settlement Agreement.

5. JUDGMENT IS ENTERED thereon pursuant to the terms of the Settlement Agreement. Other than as expressly provided in the Settlement Agreement, both Parties shall bear their own costs and fees.

6. Pursuant to Code of Civil Procedure § 664.6, this Court shall have and retain continuing jurisdiction over this action to enforce the terms of the Parties' Settlement Agreement.

7. Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days of entry of this Order and Judgment.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

HONORABLE NOËL WISE
SUPERIOR COURT OF CALIFORNIA