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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

12 SENECCA VAUGHN, as an individual and on
13 behalf of all others similarly aggrieved,

14 Plaintiff,

15 v.

17 PUBLIC HEALTH FOUNDATION
18 ENTERPRISES, INC., a California domestic
19 nonprofit; BLAYNE CUTLER, an individual;
and DOES 1-50, inclusive,

20 Defendants.
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FILED
Superior Court of California
County of Los Angeles

OCT 17 2023

David W. Slayton, Executive Officer/Clerk of Court

By: D. Toure, Deputy

CASE NO. 21STCV18512

Assigned for All Purposes to:
Hon. Gregory Keosian
Dept. 61


~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT

Date: October 17, 2023
Time: 10:00 a.m.
Dept. 61
Reservation ID: 017026126198

10/19/2023

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 ("PAGA"), the Motion for Approval of Settlement under the Private Attorneys General Act
3 ("PAGA") by Plaintiffs Senecca Vaughn and Rickey Vedilago came before this Court on a
4 regularly noticed motion.

5 Plaintiffs' Complaint seeks civil penalties on behalf of the State of California and
6 similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA
7 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
8 Plaintiffs' First Amended Complaint and their letters to the Labor Workforce & Development
9 Agency ("LWDA") dated February 8, 2021 and December 2, 2022 (the "LWDA Notices"), on
10 behalf of all individuals who were employed by Defendant Public Health Foundation
11 Enterprises, Inc. dba Heluna Health ("Heluna") in California and classified as a non-exempt
12 employee who worked Heluna from March 13, 2020 to July 23, 2023 (the "Aggrieved
13 Employees").

14 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
15 approve any settlement of any civil action filed pursuant to this part." Labor Code section 2699(1)(2).
16 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
17 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
18 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
19 appearing, HEREBY ORDERS AS FOLLOWS:

- 20 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 21 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
22 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
23 terms, as fair, reasonable, and adequate;
- 24 3. The Court finds further that Plaintiffs, acting on behalf of themselves and the State of
25 California, by operation of this Order and Judgment hereby release and forever discharge Defendant and
26 the Released Parties (as defined in the Settlement Agreement) from
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1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
3 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
4 Claims and Released Parties.

5 5. The Court finds further that Plaintiffs shall release, relinquish, and discharge, and by
6 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
7 discharged all of their individual (non-PAGA) claims as against all Released Parties, as set forth in the
8 Settlement Agreement;

9 6. The Parties are directed to comply with all terms of the Settlement Agreement, and
10 Defendant is directed to make all payments required by the Settlement Agreement;

11 7. Under the Settlement Agreement, Defendant agrees to pay One Million One Hundred
12 Fifty Thousand Dollars and No Cents (\$1,150,000.00) (the "Gross Settlement Amount"). The Gross
13 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, enhancement
14 awards to Plaintiffs, Attorney's Fees and Costs, and Administration costs. No portion of the Gross
15 Settlement Amount will revert to Defendant. Plaintiffs each request a representative enhancement award
16 of \$5,000.00, and Plaintiff's Counsel requests an award of attorney's fees of 1/3 of the Gross Settlement
17 Amount, \$383,333.33, and reimbursement of actual litigation expenses of \$15,986.06. Defendant does
18 not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate,
19 and approves each of these payments, and directs the Settlement Administrator to make the following
20 payments from the Gross Settlement Amount:

- 21 a. \$383,333.33 in attorney's fees to Crosner Legal, PC;
22 b. \$15,000.00 in litigation costs to Crosner Legal, PC;
23 c. \$5,000.00 to Plaintiff Senecca Vaughn, and \$5,000.00 to Plaintiff Rickey Vedilago, as a
24 representative enhancement for their services as the named plaintiffs in this matter, and in consideration of
25 their full general release of claims and waiver of Civil Code section 1542; and
26 d. \$10,000.00 in administration costs to Simpluris, Inc.;
27 8. After deducting the foregoing payments, the estimated remainder of approximately
28 \$731,666.67 will remain (the "Net Settlement Amount" or "NSA"). 75% of the NSA (about

1 \$548,750.00) will go to the LWDA, and the remaining 25% (about \$182,916.67) will go to the
2 Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves
3 these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved
4 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
5 otherwise carry out its duties as set forth in the Settlement Agreement; and

6 9. A Final Accounting Hearing is set for October 17, 2024. Plaintiff is ordered to file a
7 report concerning administration of the settlement and distribution of funds no later than five (5) court
8 days beforehand.

9 10. This document shall constitute a Judgment for purposes of California Rule of Court
10 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
11 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
12 the Settlement Agreement and this Judgment.

13 **IT IS SO ORDERED.**

14
15 Dated: **OCT 17 2023**


Judge of the Superior Court

GREGORY KEOSIAN