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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF SAN DIEGO**

13 SIERRA HEIDTBRINK, on behalf of the
14 State of California, as private attorney
15 general,

16 Plaintiff,

17 v.

18 JEFFERSON HEALTHCARE, INC., a
19 Corporation; and DOES 1 through 50,
20 Inclusive,

21 Defendants.
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Case No.: 37-2021-00029068-CU-OE-CTL

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

Hearing Date: February 10, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Joel R. Wohlfeil

Dept.: C-73

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Sierra Heidtbrink ("Plaintiff") moves for approval of the settlement of Plaintiff's
3 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
4 California Labor Code § 2699(1), against Defendant Jefferson Healthcare, Inc. ("Defendant").

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

12 The Parties seek approval of the settlement of Plaintiff's 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 \$200,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
16 \$5,000) for Phoenix Class Action Administration Solutions to administer the settlement, PAGA
17 Counsel Fees Payment in the amount of \$66,666 (one-third of the Gross Settlement Amount), and
18 PAGA Counsel Litigation Expenses Payment in the amount of \$8,374.21. The PAGA Payment,
19 which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the
20 Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation
21 Expenses Payment, 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 (no less than
23 \$88,750.50) and 25% will be paid to the Aggrieved Employees (no less than \$29,583.50).

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 Plaintiff's 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 employed by Defendant
2 Jefferson Healthcare, Inc. in California and classified as non-exempt employees during the PAGA
3 Period. The PAGA Period is the period from May 2, 2020 to July 26, 2022.

4 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
5 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
6 Claims. The “Released PAGA Claims” are all PAGA claims for civil penalties under California
7 Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in
8 the PAGA Notice and Operative Complaint (or PAGA Claims that could have been asserted based
9 on the facts alleged in the operative LWDA Notice and Operative Complaint) which are for civil
10 penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201,
11 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and
12 applicable Industrial Welfare Commission Wage Orders including California Code of Regulations,
13 Title 8, Section 11040, Subdivision 5(A)-(B) during the PAGA Period. The Released PAGA Claims
14 does not include underlying Labor Code claims, claims for wrongful termination, discrimination,
15 unemployment insurance, disability, and workers’ compensation, and claims outside of the PAGA
16 Period. In no event shall the release of the Released PAGA Claims release any individual claims of
17 any Aggrieved Employee (other than individual PAGA claims, as contemplated by *Viking River*
18 *Cruises, Inc. v. Moriana* (2022) 596. U.S. _____.)

19 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
20 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
21 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
22 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
23 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
24 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
25 to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any
26 such liability or wrongdoing.

1 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
2 claims of the Plaintiff are dismissed with prejudice. In addition, the PAGA claims of Aggrieved
3 Employees during the PAGA Period are dismissed with prejudice. After entry of this Order and
4 Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant
5 to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the
6 Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits,
7 and to supervise and adjudicate any dispute arising from or in connection with the distribution of
8 settlement benefits.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

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12 DATED: _____

13 THE HONORABLE JOEL R. WOHLFEIL
14 JUDGE OF THE SUPERIOR COURT
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