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

LINDA HILDEBRANDT, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

SENT MANAGEMENT SERVICES, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendant.

Case No.: 34-2021-00302142-CU-OE-GDS

Honorable Jill H. Talley
Department 23

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: A-302142-001
Date: February 7, 2025
Time: 9:00 a.m.
Department: 23

Complaint Filed: June 8, 2021
Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the Superior Court of
2 the State of California, for the County of Sacramento, on January 31, 2025, at 9:00 a.m., on Plaintiff Linda
3 Hildebrandt's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and
5 Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared
6 for Plaintiff and Boutin Jones Inc. appeared for Defendant SENT Management Services, LLC (hereinafter
7 "Defendant").

8 On or around September 6, 2024, Plaintiff and Defendant (collectively, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Brittany Shaw and Plaintiff Linda Hildebrandt, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
21 Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned
22 action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
25 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
26 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
27 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
28 § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (“Action”).

4 6. The Aggrieved Employees who are covered under the Settlement consist of the following
5 individuals: All current and former hourly-paid or non-exempt employees who worked for Defendant in the
6 State of California at any time during the PAGA Period (“Aggrieved Employees”).

7 7. “PAGA Period” means the period October 6, 2019 to June 10, 2024.

8 8. The Court finds that the Parties reached the Settlement as a result of arm’s-length
9 negotiations.

10 9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
11 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
12 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
13 Amount shall be the Total Settlement Amount (\$439,500.00) less the approved Attorneys’ Fees and Costs
14 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
15 Administration Costs to Phoenix Settlement Administrator (the “PAGA Settlement Administrator”).
16 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA
17 Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the
18 Aggrieved Employees in accordance with this Order and Judgment and the Settlement Agreement.

19 10. The Court has considered the Settlement, and the monetary allocations provided thereby, and
20 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
21 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
22 with, this Order and Judgment and the Settlement Agreement.

23 11. The Court approves the payment of \$146,499.99 to Lawyers *for* Justice, PC for attorneys’
24 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
25 with this Order and Judgment and the Settlement Agreement.

26 12. The Court approves the payment of \$11,416.19 to Lawyers *for* Justice, PC for reimbursement
27 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
28 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 13. The Court approves payment in the amount of \$15,000.00 to Plaintiff Linda Hildebrandt for
2 her General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 14. The Court approves payment up to the amount of \$10,000.00 to ILYM Group, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be
6 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 15. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 16. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the PAGA
11 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
12 it distributes their share of the twenty-five percent (25%) of the Net Settlement Amount to be distributed to
13 the Aggrieved Employees (“Employee’s Portion”).

14 17. Within fourteen (14) calendar days of the Court’s order granting approval of the Settlement,
15 Defendant will transmit the Total Settlement Amount to a qualified settlement account established by the
16 PAGA Settlement Administrator for administration of the Settlement, as provided for by this Order and
17 Judgment and the Settlement Agreement.

18 18. No later than seven (7) calendar days after the Court’s order granting approval of the
19 Settlement, Defendant will provide the PAGA Settlement Administrator with a list of all Aggrieved
20 Employees (“Aggrieved Employees List”), containing the following information for each Aggrieved
21 Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social
22 Security number; (v) dates of employment as an hourly-paid or non-exempt employee in California during
23 the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator
24 to calculate Compensable Pay Periods, in accordance with this Order and Judgment and the Settlement
25 Agreement.

26 19. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has
27 received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator
28 shall mail the Court-approved Cover Letter and Individual Settlement Share checks (together, the “PAGA

1 Settlement Package”) to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the
2 General Release Fee to the Plaintiff, distribute payment to itself for the Settlement Administration Costs,
3 and transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel as provided for by this Order and Judgment
4 and the Settlement Agreement.

5 20. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
6 for one hundred and eighty (180) calendar days, and thereafter, will be cancelled. Funds associated with
7 such cancelled checks will be transmitted by the Settlement Administrator to the California State
8 Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employees(s) at issue and
9 in the amount of his or her respective Individual Settlement Share(s).

10 21. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
11 the date the Court has entered an order approving the Settlement Agreement and full funding of the Total
12 Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees, will be
13 deemed to have knowingly and voluntarily released and forever discharged the Released Parties from the
14 Released Claims.

15 22. “Released Parties” is Defendant, including each of Defendant’s parent companies and
16 organizations, affiliates, subsidiaries, divisions, predecessors, insurers, joint venturers, joint employers,
17 successors and assigns, and their current and former employees, attorneys, officers, directors and agents
18 thereof, both individually and in their business capacities, and their employee benefit plans and programs
19 and the trustees, administrators, fiduciaries and insurers of such plans and programs.

20 23. “Released Claims” to the full extent permitted by law, of and from the Action and from any
21 and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section
22 2698, et seq. (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual
23 allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay
24 minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums,
25 failure to provide compliant rest periods and associated premiums, failure to timely pay wages during
26 employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage
27 statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary
28 business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204,

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Linda Hildebrandt v. SENT Management Services, LLC*, Sacramento Superior Court Case No. 34-2021-00302142-CU-OE-GDS

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Linda Hildebrandt v. SENT Management Services, LLC*, Sacramento Superior Court Case No. 34-2021-00302142-CU-OE-GDS (“Action”).

The lawsuit was filed on June 8, 2021 by Linda Hildebrandt (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 1, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-827786-21 (the “PAGA Notice”).

Defendant SENT Management Services, LLC (“Defendant”) denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant..

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period October 6, 2019 to June 10, 2024 (“Aggrieved Employees”). The period October 6, 2019 to June 10, 2024 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including each of Defendant’s parent companies and organizations, affiliates, subsidiaries, divisions, predecessors, insurers, joint venturers, joint employers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001.

24. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

Date: _____

Honorable Jill H. Talley
Judge of the Sacramento Superior Court