

FILED
Superior Court of California,
County of Madera
01/21/2025

Adrienne Calip / Clerk of Court
By: Cecilia Tamayo, Deputy Clerk

Arby Aiwarzian (SBN 269827)
Elizabeth Parker-Fawley (SBN 301592)
Ryan Slinger (SBN 351297)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

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

Plaintiff,

vs.

CAMARENA HEALTH, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. MCV085776

Honorable Brian W. Enos
Courtroom 45

~~REVISED PROPOSED~~ ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, PLAINTIFF'S GENERAL
RELEASE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT

Date: January 21, 2025
Time: 8:30 a.m.
Courtroom: 45

Complaint Filed: July 28, 2021
Trial Date: None Set

~~REVISED PROPOSED~~ ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AND AWARD OF PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES
PAYMENT, PLAINTIFF'S GENERAL RELEASE PAYMENT AND ADMINISTRATION EXPENSES PAYMENT

Electronically Submitted on 12/17/24 12:44 PM

1 This matter has come before the Honorable Brian W. Enos in Department 45 of the Superior
2 Court of the State of California, for the County of Madera, January 21, 2025, at 8:30 a.m. on Plaintiff
3 Whitney Eslinger's ("Plaintiff") Motion for Approval of Private Attorneys General Act Settlement and
4 Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's
5 General Release Payment, and Administration Expenses Payment ("Motion for Approval of
6 Settlement"). Lawyers for Justice, PC appeared for Plaintiff, and Sagaser, Watkins & Wieland, PC
7 appeared for Defendant Camarena Health ("Defendant").

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

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
11 Declarations of PAGA Counsel Elizabeth Parker-Fawley and Plaintiff Whitney Eslinger and (3) the
12 Agreement.

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

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

- 15 1. The Motion for Approval of Settlement is granted.
- 16 2. All terms used herein shall have the same meaning defined in the Agreement.
- 17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
18 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
19 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
20 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
21 and not limited to, the facts and theories to support the alleged violations, in conformity with California
22 Labor Code § 2699.3(a).
- 23 4. The Court also finds that the Agreement has been submitted to the LWDA in conformity
24 with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene or appear in
25 the above-captioned action ("the Litigation").

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1 5. The Aggrieved Employees covered under the Settlement consist of the following
2 individuals:

3 All current and former persons who worked for Defendant within the State of California as an
4 hourly-paid or non-exempt non-union employee at any time during the PAGA Period
5 (“Aggrieved Employees”).

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

8 7. Pursuant to California Labor Code § 2699(s)(2), the Court has reviewed the sum
9 allocated for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is
10 fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net
11 Settlement Amount shall be the Gross Settlement Amount (\$650,000.00) less the PAGA Counsel Fees
12 Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s General Release Payment, and the
13 Administration Expenses Payment. The Net Settlement Amount (or PAGA Penalties) shall be allocated
14 25% to the Aggrieved Employees and 75% to the LWDA.

15 8. The Court has considered the Settlement, and the monetary allocations provided thereby,
16 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator
17 to administer the Settlement and to make the payments as provided for by, and consistent with, this
18 Order and Judgment and the Agreement.

19 9. The Court approves the payment of \$247,000.00 to PAGA Counsel for attorney’s fees.
20 This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with
21 this Order and Judgment and the Agreement.

22 10. The Court approves the payment of \$17,514.19 to PAGA Counsel for reimbursement of
23 litigation costs and expenses incurred in the Action. This amount shall be paid from the Gross Settlement
24 Amount and shall be disbursed in accordance with this Order and Judgment and the Agreement.

25 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff for the Plaintiff’s
26 General Release Fee Payment. This amount shall be paid from the Gross Settlement Amount and shall
27 be disbursed in accordance with this Order and Judgment and the Agreement.

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1 12. The Court approves payment up to the amount of \$8,000.00 to Atticus Administration,
2 LLC for the Administration Expenses Payment. This amount shall be paid from the Gross Settlement
3 Amount and shall be disbursed in accordance with this Order and Judgment and the Agreement.

4 13. The Parties are directed to perform in accordance with the terms set forth in this Order
5 and Judgment and the Settlement Agreement.

6 14. The Court further finds that notice of the Settlement need not be provided to the
7 Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT**
8 **A,**” and the Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time
9 that it distributes payments to Aggrieved Employees for their pro rata share of 25% of the PAGA
10 Penalties (“Individual PAGA Payment”).

11 15. No later than 21 days after the date of this Order and Judgment, Defendant will provide
12 the Administrator with the PAGA Data, in accordance with this Order and Judgment and the Agreement.

13 16. No later than 30 business days after the Effective Date, Defendant shall deposit
14 \$650,000.00 into a qualified settlement account established by the Administrator for administration of
15 the Settlement, in accordance with this Order and Judgment and the Agreement.

16 17. No later than 14 days after receipt of the PAGA Data and Gross Settlement Amount, the
17 Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks to
18 Aggrieved Employees, LWDA PAGA Payment to the LWDA, Plaintiff’s General Release Payment to
19 Plaintiff, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to PAGA
20 Counsel, and payment to itself for the Administration Expenses Payment, as provided for by this Order
21 and Judgment and the Agreement.

22 18. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain
23 valid for 180 days, and thereafter, shall be canceled. Funds associated with such canceled checks shall
24 be transmitted by the Administrator to the cy pres beneficiary, Valley Children’s Hospital.

25 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
26 Upon the full funding of the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and the
27 LWDA/State of California, will be deemed to have knowingly and voluntarily released and forever
28 discharged Defendant and the Released Parties, to the fullest extent of the law, of and from the Litigation

1 and from the Released Claims.

2 20. “Released Parties” means Defendant, and each of its past, present, and future agents,
3 employees, representatives, administrators, officers, directors, board members, shareholders, volunteers,
4 attorneys, accountants, insurers, receivers, advisors, consultants, partners, partnerships, parents,
5 divisions, owners, auditors, subsidiaries, affiliates or related entities, assigns, successors, heirs,
6 executors, pension and welfare benefit plans, predecessors in interest, joint venturers, trustees, investors,
7 fiduciaries, and commonly controlled corporations, as well as any individual or entity who or which
8 could be jointly liable with Defendant, and all persons or entities acting by, through, under, or in concert
9 with any of them, and Defendant’s counsel of record in the Action.

10 21. “Released PAGA Claims” means all penalties, claims, causes of actions, liabilities,
11 demands, obligations, interest, damages, liquidated damages, equitable relief, restitution, declaratory
12 relief, expenses, costs, attorneys’ fees, and all other legal responsibilities of any form whatsoever, under
13 the California Private Attorneys General Act, California Labor Code section 2698 et seq., that were
14 asserted or could have been asserted based upon the facts and allegations made in the PAGA Notice and
15 Operative Complaint during the PAGA Period, including, but not limited to, being predicated on the
16 failure to pay minimum, regular, and overtime wages, failure to pay for all hours worked, failure to
17 provide compliant meal periods and associated premiums, failure to provide compliant rest periods and
18 associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon
19 termination and separation of employment, failure to provide compliant and accurate wage statements,
20 failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-
21 related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226,
22 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5
23 and applicable Industrial Welfare Commission Wage Orders.

24 22. “PAGA Period” means the period from November 28, 2019 to October 5, 2022.

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23. 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:

1-21-2025

Brian W Enos
Honorable Brian W. Enos
Judge of the Madera Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Whitney Eslinger v. Camarena Health*, Madera County Superior Court Case No. MCV085776

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Whitney Eslinger v. Camarena Health*, Madera County Superior Court Case No. MCV085776 ("Action").

The lawsuit was filed on July 28, 2021 by Whitney Eslinger ("Plaintiff"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, against her former employer Camarena Health ("Defendant") to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 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, regular, and overtime wages, failure to pay for all hours worked, failure to provide compliant meal and rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination and separation of employment, 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. Prior to filing a lawsuit, on May 24, 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, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-833076-21.

Defendant denies these allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations, and Defendant contends it has fully complied with all applicable wage and hour laws governing Plaintiff and other non-exempt employees.

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 persons who worked for Defendant within the State of California as an hourly-paid or non-exempt non-union employee at any time during the PAGA Period ("Aggrieved Employees"). The PAGA Period is the period from November 28, 2019 to October 5, 2022.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment 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 and full funding of the Gross Settlement Amount>>, you, as an Aggrieved Employee, have fully released and forever discharged Defendant and the Released Parties from any and all Released PAGA Claims during the PAGA Period.

"Released Parties" means Defendant and each of its past, present, and future agents, employees, representatives, administrators, officers, directors, board members, shareholders, volunteers, attorneys, accountants, insurers, receivers, advisors, consultants, partners, partnerships, parents, divisions, owners, auditors, subsidiaries, affiliates or related entities, assigns, successors, heirs, executors, pension and welfare benefit plans, predecessors in interest, joint venturers, trustees, investors, fiduciaries, and commonly controlled corporations, as well as any individual or entity who or which could be jointly liable with Defendant, and all persons or entities acting by, through, under, or in concert with any of them, and Defendant's counsel of record in the Action.

"Released PAGA Claims" means all penalties, claims, causes of actions, liabilities, demands, obligations, interest, damages, liquidated damages, equitable relief, restitution, declaratory relief, expenses, costs, attorneys' fees, and all other legal responsibilities of any form whatsoever, under the California Private Attorneys General Act, California Labor Code section 2698 *et seq.*, that were asserted or could have been asserted based upon the facts and allegations made in the PAGA Notice and Operative Complaint during the PAGA Period, including,

but not limited to, being predicated on the failure to pay minimum, regular, and overtime wages, failure to pay for all hours worked, 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 and separation of employment, 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, 226(a), 226.7, 510, 512, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the cancelled check will be transmitted to the cy pres beneficiary, Valley Children's Hospital.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any such questions, you may contact [PAGA Settlement Administrator and address] at [toll-free phone number or email address].