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

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

Plaintiff,

vs.

DELTA DENTAL OF CALIFORNIA., a
California corporation; CERTIFIED
EMPLOYMENT GROUP, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 34-2021-00304117-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**

[Notice of Motion and Motion for 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; Declaration of
Plaintiff's Counsel (Tara Zabehi); Declaration of
Plaintiff (Kila Towns)]

Reservation ID No. A-304117-001
Date: June 28, 2024
Time: 9:00 a.m.
Department: 23

Complaint Filed: July 13, 2021
Trial Date: None Set

**[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**

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 June 28, 2024, at 9:00 a.m., on Plaintiff Kila
3 Town's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et*
4 *Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement
5 Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff
6 and Fisher & Phillips, LLP appeared for Defendant Delta Dental of California ("Defendant Delta") and
7 Simpson, Garrity, Innes & Jacuzzi PC appeared for Defendant Certified Employment Group ("Defendant
8 CEG") (hereinafter "Defendants").

9 On or around March 26, 2024, Plaintiff and Defendants (collectively, the "Parties") executed the
10 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement"
11 or "Agreement").

12 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
13 Declarations of Plaintiff's Counsel Tara Zabehi and Plaintiff Kila Towns, and (3) the Settlement 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. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
23 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("Action").

27 5. The Aggrieved Employees who are covered under the Settlement consist of the following
28 individuals:

1 All temporary workers of Certified Employment Group provided to Delta Dental of California
2 Rancho Cordova call center from May 6, 2020 to September 30, 2022 (“Aggrieved Employees”).

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

5 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
6 for payment of penalties under PAGA (“PAGA Settlement Fund”), and determines that it is fair, just,
7 reasonable, and adequate. The Court hereby approves the PAGA Settlement Fund. The PAGA Settlement
8 Fund shall be the Total Settlement Amount (\$205,000.00) less the approved Attorneys’ Fees and Costs to
9 Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
10 Administration Costs to Phoenix Settlement Administrators (the “PAGA Settlement Administrator”).
11 Seventy-five percent (75%) of the PAGA Settlement Fund shall be distributed to the LWDA (“LWDA
12 Payment”) and twenty-five percent (25%) of the PAGA Settlement Fund shall be distributed to the PAGA
13 Settlement Members in accordance with this Order and Judgment and the Settlement Agreement.

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

18 9. The Court approves the payment of \$68,326.50 to Lawyers *for* Justice, PC for attorneys’ fees.
19 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this
20 Order and Judgment and the Settlement Agreement.

21 10. The Court approves the payment of \$19,050.94 to Lawyers *for* Justice, PC for reimbursement
22 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
23 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

24 11. The Court approves payment in the amount of \$10,000.00 to Plaintiff Kila Towns for her
25 General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be disbursed
26 in accordance with this Order and Judgment and the Settlement Agreement.

27 12. The Court approves payment up to the amount of \$5,000.00 to Phoenix Settlement
28 Administrators for the Settlement Administration Costs. This amount shall be paid from the Total

1 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
2 Agreement.

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

5 14. The Court further finds that notice of the Settlement need not be provided to the PAGA
6 Settlement Members; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and
7 the PAGA Settlement Administrator shall distribute the Cover Letter to the PAGA Settlement Members at
8 the same time that it distributes their share of the twenty-five percent (25%) of the PAGA Settlement Fund
9 to be distributed to the Aggrieved Employees (“Employee’s Portion”).

10 15. Within fourteen (14) calendar days of the Effective Date (as defined in Paragraph 5(a) of the
11 Settlement Agreement), Defendant Certified Employment Group will transmit the Total Settlement Amount
12 to a qualified settlement account established by the PAGA Settlement Administrator for administration of
13 the Settlement.

14 16. No later than seven (7) calendar days after the Court’s order granting approval of the
15 Settlement, Defendants will provide the PAGA Settlement Administrator with a list of all Aggrieved
16 Employees (“Aggrieved Employees List”), containing the following information for each Aggrieved
17 Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social
18 security number; (v) last known email address if available; and (vi) and dates of employment as an hourly-
19 paid or non-exempt employee in California who was placed at Delta Dental of California’s Rancho Cordova
20 call center from May 6, 2020, to September 30, 2022, in accordance with this Order and Judgment and the
21 Settlement Agreement.

22 17. No later than fourteen (14) calendar days after the PAGA Settlement Administrator has
23 received the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator
24 shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (the “PAGA Settlement
25 Package”) to all Aggrieved Employees, transmit the LWDA Payment to the LWDA, transmit the General
26 Release Fee to the Plaintiff, and transmit the Attorneys’ Fees and Costs to Plaintiff’s Counsel as provided
27 for by this Order and Judgment and the Settlement Agreement.

1 18. No later than fourteen (14) calendar days after the Settlement Administrator has received the
2 PAGA Settlement Member List and Total Settlement Amount and disbursed the PAGA Settlement Package
3 to the Aggrieved Employees, the Settlement Administrator shall distribute payment to itself for the
4 Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement.

5 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
6 for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled
7 checks shall be transmitted by the Settlement Administrator to the California State Controller's Office
8 Unclaimed Property Division, in the name of the Aggrieved Employees(s) at issue and in the amount of his
9 or her respective Individual Settlement Share(s).

10 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
11 the Effective Date and full funding of the Total Settlement Amount, Plaintiff and the State of California with
12 respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever
13 discharged the Released Parties from the Released Claims.

14 21. "Released Parties" means Defendants and Defendants' parent corporation(s), subsidiaries,
15 predecessors, successors and assigns, and their current and former executive-level employees, attorneys,
16 officers, directors and agents thereof, both individually and in their business capacities, and their employee
17 benefit plans and programs.

18 22. "Released Claims" any and all claims of the State of California pertaining to Plaintiff and
19 PAGA Settlement Members, arising during the PAGA Period, for civil penalties under California Labor
20 Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based
21 on the factual allegations in the Operative Complaint and LWDA Notice, including but not limited to, for
22 failure to pay minimum, regular, and overtime wages, failure to accurately calculate the regular rate of pay
23 failure to provide compliant meal periods and pay associated premiums, failure to provide compliant rest
24 periods and pay associated premiums, failure to timely pay wages during employment, failure to timely pay
25 wages upon termination of employment, failure to provide compliant and accurate wage statements, failure
26 to maintain complete and accurate payroll records, and failure to reimburse necessary business-related
27 expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
28

1 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission
2 Wage Orders, including inter alia Wage Order 4-2001.

3 23. "PAGA Period" means the period May 6, 2020, through September 30, 2022.

4 24. No individualized notice of this Order and Judgment is required to be provided to the
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
6 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
7

8 Date: _____

9 Honorable Jill H. Talley
10 Judge of the Sacramento Superior Court
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EXHIBIT 1

<<Mailing Date>>

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

Re: Settlement Payment from *Towns v. Delta Dental of California, et al.*, Sacramento Superior Court Case No. 34-2021-00304117

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 *Towns v. Delta Dental of California, et al.*, Sacramento Superior Court Case No. 34-2021-00304117 ("Action").

The lawsuit was filed on July 13, 2021 by Kila Towns ("Plaintiff") against her former employer Certified Employment Group, as well as Delta Dental of California where she was placed on a temporary work assignment. Plaintiff brings this action, 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 pay associated premiums, failure to pay wages during employment and upon termination of employment, failure to properly calculate the regular rate of pay failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on May 6, 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 Defendants' 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 Order 4-2001, thereby initiating LWDA Case Number LWDA-CM-831539-21 (the "PAGA Notice"),

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Certified Employment Group and Delta Dental of California ("Defendants").

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 temporary workers. Certified Employment Group provided to Delta Dental of California's Rancho Cordova call center from May 6, 2020 through September 30, 2022 ("Aggrieved Employees"). The period May 6, 2020 through September 30, 2022 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 Defendants 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 Defendants, including Defendants' parent corporation(s), subsidiaries, predecessors, successors and assigns, and their current and former executive-level 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, 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 Order 4-2001.

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 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.

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