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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

DENISE WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED CLINICAL LLC, an Illinois
limited liability company; ADVANCED
RESOURCES, L.L.C., a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21-CIV-03494

*(Assigned to the Honorable Nancy L. Fineman,
Dept. 4, for all purposes)*

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT AND JUDGMENT**

Date: April 1, 2025

Time: 2:00 p.m.

Place: Dept. 4

FAC Filed: August 13, 2021

Jury Trial Date: None set

1 Plaintiff Denise Williams (“Plaintiff”) and Defendant Advanced Clinical LLC
2 (“Defendant”) (Defendant and Plaintiff together, the “Parties”) have entered into the Joint
3 Stipulation of PAGA Settlement and Release (“Settlement Agreement” or “Settlement”) to settle
4 the above-captioned representative action subject to the Court’s approval.

5 This matter is now before the Court on Plaintiff’s Motion to Approve the Settlement
6 Agreement Pursuant to the Private Attorneys General Act. The Court has read, heard, and
7 considered all the pleadings and documents submitted, and the presentations made in connection
8 with the Motion which came on for hearing on April 1, 2025.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 The Court hereby approves the Parties’ proposed Settlement Agreement and hereby
11 enters FINAL JUDGMENT based on the terms set forth in the Parties’ Settlement in favor of
12 Plaintiff and the Aggrieved Employees in the amount of \$585,000.00. Of this amount,
13 \$195,000.00 is awarded as attorneys’ fees paid to PAGA Counsel; \$10,738.68 is awarded as
14 costs paid to PAGA Counsel; \$10,000.00 is awarded to Plaintiff as an enhancement payment;
15 and \$9,000.00 is awarded as administration expenses paid to the Settlement Administrator,
16 Phoenix Settlement Administrators.

17 This Judgment incorporates by reference the definitions in the Settlement Agreement, and
18 all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

19 This Judgment is entered as part of a Settlement and the Court has made no findings of
20 liability or provided any notice of PAGA violations.

21 As a result of this Judgment, the Aggrieved Employees are barred from prosecuting any
22 of the claims covered by the Released PAGA Claims, as defined in the Settlement Agreement,
23 against the Released Parties.

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1 This Judgment is intended to be a final disposition in its entirety of the above captioned
2 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
3 of all matters relating to the interpretation, administration, implementation, effectuation, and
4 enforcement of the Settlement pursuant to C.C.P. § 664.6.

5 **IT IS SO ORDERED.**

6
7 DATED: _____

HON. NANCY L. FINEMAN
SUPERIOR COURT OF CALIFORNIA