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Attorneys for Plaintiff, JUANA MADRIGAL
 individually and on behalf of all others similarly
 situated

**SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SACRAMENTO**

JUANA MADRIGAL, on behalf of herself
 and all others similarly situated,

Plaintiff,

v.

AEROTEK, INC., a Maryland
 corporation; HEALTH NET OF
 CALIFORNIA, INC., a California
 corporation; and DOES 1 through 10,

Defendants.

CASE NO.: 34-2022-00315259

[Assigned to Hon. Judge Jill H. Talley, Dept.
 23]

**~~PROPOSED~~ ORDER AND JUDGMENT
 GRANTING APPROVAL OF PAGA
 SETTLEMENT**

DATE: June 21, 2024

TIME: 9:00 a.m.

DEPT.: 23

Complaint filed: April 22, 2022

FILED

Superior Court of California
 County of Sacramento

06/24/2024

T. Shaddix, Deputy

1 Plaintiff's Motion for Approval of PAGA Settlement came before this Court as duly noticed.
2 This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq.,
3 brought by Plaintiff Juana Madrigal ("Plaintiff") against Defendants Aerotek, Inc.; Aston Carter, Inc.;
4 Health Net of California, Inc. ("Defendants"). The Court, having considered the papers submitted in
5 support of Plaintiff's unopposed motion and the arguments of counsel, and having considered the
6 PAGA Settlement Agreement ("Settlement Agreement"), HEREBY ORDERS AS FOLLOWS:

7 1. The Court, for the purposes of this Order, refers to all defined terms (*i.e.*, terms with
8 initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court hereby grants approval of the settlement, based on the terms set forth in the
10 Settlement Agreement. The Court finds that the Settlement Agreement meets all the requirements for
11 approval of a settlement under PAGA, including the notice of the settlement having been properly
12 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
13 that the LWDA has not objected to, and is deemed to have approved, the terms of the Settlement
14 Agreement. The Court has not received any other objection to the Settlement Agreement.

15 3. The Court approves the settlement in the amount of \$342,500.

16 4. PAGA Members are defined as means all non-exempt employees employed by
17 Defendants in California at any time between December 5, 2020, and the date this Motion is Approved
18 by this Court.

19 5. Administration costs of \$9,000.00 are approved and shall be paid to the Settlement
20 Administrator, ILYM Group, Inc., according to the terms of the Settlement Agreement.

21 6. Plaintiff's counsel shall be awarded \$119,875.00 as attorneys' fees according to the
22 terms of the Settlement Agreement.

23 7. Plaintiff's counsel shall be awarded litigation costs of \$7,280.10 according to the terms
24 of the Settlement Agreement.

25 8. No other litigation costs and/or attorneys' fees shall be awarded, either against
26 Defendant or any related persons or entities.

27 9. Plaintiff shall be awarded a PAGA Representative Enhancement Payment in the
28 amount of \$10,000.00 according to the terms of the Settlement Agreement.

1 10. Pursuant to PAGA, 75% of the Net Settlement Amount will be distributed to the
2 LWDA and 25% will be distributed to PAGA Members. (Lab. Code § 2699(i)).

3 11. According to the terms of the Settlement Agreement, as of the date the settlement
4 becomes Final, each PAGA Member, in their capacity as private attorney general “aggrieved
5 employee” acting on behalf of themselves and as a proxy or agent of the LWDA, shall fully release
6 and forever discharge the Released Parties¹ from all claims for PAGA penalties that were alleged, or
7 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
8 Complaint, and the original and supplemental PAGA Notice including: (a) any alleged failure by
9 Defendants (1) to pay overtime and double time wages, including based on the alleged failure to
10 properly compensate for time worked. purportedly off the clock; (2) to provide compliant meal periods
11 or compensate for time worked purportedly off the clock; (5) to reimburse employees for purportedly
12 necessary business expenses; (6) to timely pay all wages purportedly due during or at the end of
13 employment; (7) to keep accurate time records; and (8) to provide compliant wage statements; and (b)
14 any violation of the California Labor Code or other California statute, rule or regulation (including
15 Wage Orders) that could have been asserted in this Action based on the facts alleged in the Complaint
16 and addressed in (a)(1) through (a)(8) above, including violation of California Labor Code sections
17 201–204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
18 1198, 1198.5, and 2802 and any corresponding California statute, rule or regulation (including Wage
19 Orders) during the PAGA Period.

20 12. The Court directs the mailing of the Individual Settlement Payments in accordance with
21 the Settlement Agreement and finds that the letter to be provided as Exhibit A to this order is the best
22 means of providing notice to the PAGA Members, is practicable under the circumstances and, when
23 completed, shall constitute due and sufficient notice of the Settlement to all persons affected by and/or
24 entitled to participate in the Settlement, in full compliance with the requirements of due process and
25 the California Rules of Court. Judgment is hereby entered pursuant to the Approval Order of PAGA

26 _____
27 ¹ “Released Parties” means Defendants and in addition to their respective subsidiaries and/or parent corporations (including
28 Aerotek, Inc. and Aston Carter, Inc.’s parent company, Allegis Group, Inc., as well as Health Net of California, Inc.’s
parent company, Centene Corporation, and related entity Centene Management Company, LLC), predecessors and
successors, as well as respective divisions, affiliates, past and present officers, owners, predecessors and directors.

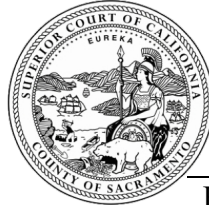
1 Settlement, entered on ____.

2 13. This Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the Settlement, and the determination of all controversies relating
4 thereto, pursuant to California Code of Civil Procedure section 664.6.

5 14. The Parties are ordered to appear at 10:30 a.m. on January ¹⁷~~18~~, 2025 ~~or~~ _____ for
6 a final accounting hearing to report to the Court on the actual distributions to PAGA Members, the
7 LWDA, Plaintiff's Counsel, the Named Plaintiff, and performance by the Settlement Administrator of
8 other duties incumbent on it under the Settlement Agreement, and Order of this Court. No later than
9 ten (10) calendar days before the date scheduled for the final accounting hearing, the Settlement
10 Administrator is to file a declaration to confirm that the distribution of funds is complete, including
11 any distribution to the State Controller per the Settlement Agreement.

12 15. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) calendar days
13 of entry of this Order and Judgment.

14 Dated: 06/24/2024



15 *Jill Talley*
16 _____
17 HON. JILL H. TALLEY
18 SACRAMENTO SUPERIOR COURT
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EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Juana Madrigal v. Aerotek, Inc., et al.

Superior Court of California, County of Sacramento

CASE NO.: 34-2022-00315259

[Date]

May 24, 2024

[Address]

Dear [Employee]:

The Sacramento County Superior Court (the “Court”) has approved a settlement in the above-captioned Private Attorneys General Act (“PAGA”) enforcement action filed by Juana Madrigal (“Plaintiff”) on behalf of herself and all other PAGA Members (defined below) against Aerotek, Inc.; Aston Carter, Inc.; and Health Net of California, Inc. (collectively, “Defendants”). This Notice is being sent to you because you have been identified as a current and former hourly-paid, non-exempt employee employed by Defendants in the State of California at any time from December 5, 2020 through _____ (“PAGA Members”). Receipt of this Notice means that you are entitled to your share of the resolution of a lawsuit brought against Defendants by Plaintiff on behalf of the State of California.

On November 30, 2021, Plaintiff provided notice to the Labor and Development Workforce Agency and Defendants Aerotek Inc. and Health Net of California Inc. regarding her intention to seek penalties pursuant to PAGA, California Labor Code sections 2698 et seq. On February 9, 2022, Plaintiff filed a PAGA lawsuit Sacramento Superior Court seeking penalties for alleged violations of the California Labor Code on behalf of herself, all other PAGA Members, and the State of California. On March 11, 2024, Plaintiff filed an amended notice letter with the LWDA to identify Aston Carter, Inc. as an additional joint employer. Plaintiff filed a First Amended PAGA Complaint on May 20, 2024, adding the additional Aston Carter, Inc. as a named defendant in the lawsuit.

Defendants dispute and deny all allegations of wrongdoing, and no court has ruled that Defendants have engaged in wrongdoing. Nevertheless, to avoid the expense, time, and distraction of litigation, Defendants have agreed to resolve the matter and pay a compromise sum of money to the State of California and to PAGA Members and their attorneys in the total amount of **\$342,500.00**. After deduction of the attorneys’ fees/costs, administration costs, and service payment to Plaintiff; the State of California will receive 75% of the remaining amount, and the PAGA Members will receive the other 25%, all of which are being paid as civil penalties. The Net PAGA Settlement Amount is **\$182,625.00**. The amount to the LWDA is **\$45,656.25** and the amount to the PAGA Members is **\$136,968.75**.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each PAGA Member divided by the total number of pay periods worked by all PAGA Members. Your share of the PAGA settlement is enclosed in one check made out to you.

The enclosed check constitutes your portion of the Court-approved settlement. Regardless of whether you deposit or cash this check, you and the LWDA shall be deemed to release Defendants and their respective subsidiaries and/or parent corporations (including Aerotek, Inc. and Aston Carter, Inc.'s parent company, Allegis Group, Inc., as well as Health Net of California, Inc.'s parent company, Centene Corporation, and related entity Centene Management Company, LLC), predecessors and successors, as well as respective divisions, affiliates, past and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit plans, private investigators, and each and all of the foregoing persons' heirs, assigns, executors, administrators and successors, or any of them, or anyone claiming by, through, under, or on behalf of any of them, and any other individual or entity that could be jointly liable with Defendants or any of them, of the following:

Any and all rights or claims for statutory penalties, attorneys' fees, and costs pursuant to PAGA, California Labor Code section 2698 et seq., arising under the California Labor Code or Wage Orders alleged in any of the pleadings in the Action or alleged in Plaintiff's LWDA notice and the amended LWDA notice or that could have been asserted in this Action based on the facts alleged in the Action or the LWDA original and forthcoming supplemental notices, including: (a) any alleged failure by Defendants (1) to pay overtime and double time wages, including based on the alleged failure to properly compensate for time worked purportedly off the clock; (2) to provide compliant meal periods or compensate for time worked purportedly off the clock; (5) to reimburse employees for purportedly necessary business expenses; (6) to timely pay all wages purportedly due during or at the end of employment; (7) to keep accurate time records; and (8) to provide compliant wage statements; and (b) any violation of the California Labor Code or other California statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in the Complaint and addressed in (a)(1) through (a)(8) above, including violation of California Labor Code sections 201–204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802 and any corresponding California statute, rule or regulation (including Wage Orders).

You are precluded from filing a PAGA claim for civil penalties for the above-identified alleged violations that arose during the PAGA Period, which is December 5, 2020 to [REDACTED].

Please do not call or write the Court about this notice. If you wish to obtain further information about the lawsuit or the settlement, you may review the Court's file during regular business hours. You may also access information regarding this lawsuit on the Sacramento County Superior Court Website, <https://services.saccourt.ca.gov/PublicCaseAccess/> and. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, all unclaimed funds will be directed to Legal Aid at Work.

[Administrator]

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive Suite 240, Westlake Village, CA 91361.

1) NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT;

3) DECLARATION OF JUANA MADRIGAL IN SUPPORT

5) [PROPOSED] ORDER AND JUDGMENT

[X] **(BY ELECTRONIC SERVICE)** On the above date, I served the aforementioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is sbouchedr@bradleygrombacher.com. Said I did not receive, under a reasonable period of time, any indication that the email did not go through.

Executed May 24, 2024, at Westlake Village, California.

Suzette Boucher

Madrigal v. Aerotek, Inc., Health Net of California
Sacramento County Superior Court Case No. 34-2021-00311963

Mailing List

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