

RUBEN ESCOBEDO (SBN 277866)
WORKWORLD LAW CORP.
A Professional Corporation
6907 El Camino Real Suite A
Atascadero, CA 93422
Telephone: (805) 335-2476
Facsimile: (805) 892-6213
Email: ruben@workworldlaw.com

Attorney for CHRISTOPHER MCGILL,
as Private Attorney General

FILED
Superior Court of California
County of Los Angeles

JUN 09 2023

David W. Clayton, Executive Officer/Clerk of Court
By: M. Alaniz, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

STATE OF CALIFORNIA ex rel.
CHRISTOPHER MCGILL, as Private
Attorney General,

Plaintiff,

v.

SAMEDAY TECHNOLOGIES INC.;
PRAESIDIUM DIAGNOSTICS LLC;
FELIX HUETTENBACH, a corporation;
and DOES 1-25, inclusive,

Defendants.

Case No. 22STCV01917

Assigned for All Purposes to:
Hon. Michael L. Stern– Dept. 62

**[REVISED PROPOSED] ORDER
GRANTING MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

Date: June 9, 2023
Time: 9:00 a.m.
Dept.: 62

Reservation ID: 030870215245

Trial Date: None

Complaint filed: January 18, 2022

Having considered the Motion for Approval of PAGA Settlement filed by PLAINTIFF STATE OF CALIFORNIA ex rel. CHRISOPHER MCGILL, as Private Attorney General, ("PLAINTIFF") to approve PLAINTIFF's settlement with DEFENDANTS SAMEDAY TECHNOLOGIES, INC.; PRAESIDIUM DIAGNOSTICS LLC; FELIX HUETTENBACH and MAERLY PAYROLL PROCESSING LLC (erroneously sued as "DOE 1" and collectively referred to as "DEFENDANTS"), (PLAINTIFF and DEFENDANTS are collectively referred to herein as the "Parties" or singularly as the "Party"), the Court grants the motion and hereby ORDERS,

1 ADJUDGES AND DECREES as follows:

2 1. Pursuant to Labor Code § 2699(l)(2), the Court hereby GRANTS approval of the
3 long-form Settlement Agreement between the Parties, as executed between November 2022 and
4 January 2023 (the "Settlement Agreement"). The Settlement Agreement is hereby fully approved
5 and shall be carried out and effectuated according to its terms and this Order, as follows:

6 A. \$25,388.40 is awarded for the LWDA's 75% share of civil penalties.

7 B. \$8,462.80 is awarded for the Aggrieved Employees' 25% share of civil penalties.

8 C. \$3,000 is awarded for Plaintiff's Individual Payment.

9 D. \$19,785 is awarded for Plaintiff's Attorneys' Fees.

10 E. \$863.80 is awarded for Plaintiff's Litigation Costs.

11 F. \$2,500 is awarded for Settlement Administration Costs.

12 2. This Order incorporates the Settlement Agreement by reference in its entirety, as
13 though herein completely stated. All capitalized terms defined in the Settlement Agreement and
14 appearing in this Order shall retain the definition set forth in this Settlement Agreement unless
15 expressly stated otherwise.

16 3. The terms of the Settlement Agreement, this Order, and this Judgement are binding
17 on Plaintiff and the Aggrieved Employees, as well as their heirs, executors and administrators,
18 successors and assigns, and those terms shall have res judicata, collateral estoppel and other
19 preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or
20 on behalf of any such persons, to the extent those claims, lawsuits or other proceedings constitute
21 Released Claims as set forth in the Settlement Agreement.

22 4. For purposes of this settlement only, the Aggrieved Employees are defined as: all
23 exempt individuals who were employed by one or more Defendants in the position of Site Manager
24 or Assistant Site Manager at a Sameday Health medical facility in California between January 1,
25 2021, and October 22, 2022.

26 5. Upon the Effective Date, the Releasing Parties shall each fully release and forever
27 discharge the Released Parties, and each of them, from any and all Released Claims arising during
28 the Settlement Period.

1 6. Plaintiff, Aggrieved Employees, and Defendant shall consummate the settlement in
2 accordance with the terms of the Settlement Agreement. Except as expressly provided in the
3 Settlement Agreement, the Released Parties shall not have any further liability arising from this
4 action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

5 7. As provided in the Settlement Agreement, Defendant shall pay the Claims
6 Administrator, ILYM Group, Inc., the Maximum Settlement Amount of \$60,000 in accordance with
7 the schedule set forth in the Settlement Agreement. Defendant will not be required to pay any
8 additional amounts in connection with the Settlement other than those specifically set forth in the
9 Settlement Agreement and this Order. The Court orders the Claims Administrator to administer and
10 distribute payment of the Settlement Agreement in accordance with its terms.

11 8. Without affecting the finality of this Order and Judgment, the Court retains
12 continuing jurisdiction as to all matters relating to the administration and consummation of the
13 settlement as provided in the Settlement Agreement and all other matters covered in this Order and
14 the final judgment to be entered in this matter.

15 9. Nothing in this Order shall preclude any action to enforce Defendant's obligations
16 under the Settlement Agreement, including the requirement that it make payments in accordance
17 with the terms of the Settlement Agreement.

18 10. Upon entry of this Order, final judgment shall be deemed entered herein and, except
19 as otherwise provided in the Settlement Agreement, Plaintiff, the Aggrieved Employees, and
20 counsel shall bear their own attorneys' fees, costs, and expenses incurred by them in or arising out
21 of the lawsuit (as defined in the Settlement Agreement) and shall not seek reimbursement thereof
22 from the Released Parties.

23 11. Neither this Order nor the Settlement Agreement (nor any other document referred
24 to herein, nor any action taken to carry out this Order) is, may be construed as, or may be used as,
25 an admission of liability or fault by Defendant or the Released Parties, or a finding as to the validity
26 of any claims in the lawsuit or of any wrongdoing or violation of law by Releasees. The Settlement
27 Agreement is not a concession by the Parties and, to the extent permitted by law, neither this Order,
28 Judgment, nor any of their terms or provisions, nor any of the negotiations or proceedings connected

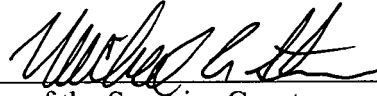
1 with them, shall be offered as evidence or received in evidence in any pending or future civil,
2 criminal, or administrative action or proceeding to establish any liability of, or admission by the
3 Released Parties. Notwithstanding the foregoing, nothing in this Order and Judgment shall be
4 interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or
5 enforce the Settlement Agreement or this Order and Judgment to defend against the assertion of
6 claims in any other proceeding, or as otherwise required by law. This Order and the Settlement
7 Agreement may be filed in any action against or by Defendant or the Released Parties to support a
8 defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or
9 reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion or similar
10 defense or counterclaim.

11 12. Plaintiff is directed to submit a copy of this Order and Judgment to the LWDA
12 within three (3) days of the date of this Order and Judgment.

13 Having granted approval of the settlement between the parties in the above-entitled action
14 as set forth above, this Court HEREBY ORDERS, ADJUDGES AND DECREES that Judgment in
15 this matter is entered in accordance with the Settlement Agreement.

16 **IT IS SO ORDERED**

17
18 Dated: June 9, 2023



Judge of the Superior Court
MICHAEL L. STERN

Case Name: *State of California ex rel. Christopher McGill v. Sameday Technologies, Inc., et al.*
Case No.: 22STCV01917

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 and not a party to the within action. My business address is 6907 El Camino Real, Suite A, Atascadero, CA 93422.

On **June 9, 2023**, I served the following document(s) described as **[REVISED PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties by placing/attaching a true copy thereof enclosed in a sealed envelope/attached to an email to the email destination addressed as follows:

Daniel Swerdlin
ALL BRIDGES LEGAL, PC
1388 Haight Street #58
San Francisco, CA 94117-2909
daniel@allbridgeslegal.com
Attorney for Defendant Sameday Technologies, Inc.

Danielle G. Eanet
EANET, PC
550 S. Hope Street, Suite 750
Los Angeles, CA 90071
Email: danielle@eanetpc.com
Attorney for Defendant MAERLY PAYROLL PROCESSING LLC

- ☐ **BY MAIL:** I deposited the sealed envelope with the United States Postal Service, with postage fully prepaid.
- ☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL:** I caused the above-described document to be served on the interested parties noted as follows by Federal Express/Overnight Mail.
- ☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee.
- ☒ **BY ELECTRONIC MAIL:** I caused the email to be sent.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **June 9, 2023**.



Hannah Keating