

1 Larry W. Lee (State Bar No. 228175)
2 Kristen M. Agnew (State Bar No. 247656)
3 Nicholas Rosenthal (State Bar No. 268297)
4 **DIVERSITY LAW GROUP, P.C.**
5 515 S. Figueroa Street, Suite 1250
6 Los Angeles, CA 90071
7 (213) 488-6555
8 (213) 488-6554s facsimile

9 William L. Marder (SBN 170131)
10 bill@polarislawgroup.com
11 **POLARIS LAW GROUP**
12 501 San Benito Street, Suite 200
13 Hollister, CA 95023
14 Telephone: (831) 531-4214
15 Facsimile: (831) 634-0333

16 Attorneys for Plaintiff and Aggrieved Employees

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF SAN JOAQUIN**

19 CHRISTINA TORREZ, as an individual
20 and on behalf of all others similarly
21 situated,

22 Plaintiff,

23 vs.

24 HEALTHCARE STAFFING
25 PROFESSIONALS, INC., a California
26 corporation; and DOES 1 through 50,
27 inclusive,

28 Defendants.

Case No.: STK-CV-UOE-2022-2077

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

Date: March 21, 22, 23, 24 or 28, 2023
Time: 9:00 a.m.
Dept: 10C

MAR 24 2023
Filed
BRANDON F. RILEY, CLERK
Esperanza Mercurini
By
DEPUTY

BY FAX

1 **[PROPOSED] ORDER**

2 On March 21, 22, 23, 24 or 28, 2023, a hearing was held on Plaintiff Christina Torrez's
3 ("Plaintiff") Motion to Approve Settlement Agreement Pursuant to the Private Attorneys General
4 Act, Labor Code section 2698, *et seq.* The Court has considered the Joint Stipulation of
5 Settlement and Release Under the Private Attorneys General Act ("Settlement Agreement") and
6 all other papers filed in this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
8 **FOLLOWS:**

9 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion to Approve
10 Settlement Agreement Pursuant to the Private Attorneys General Act is **GRANTED**. The Court
11 finds that the Settlement is in all respects adequate considering the purposes and provisions of
12 the California Labor Code Private Attorneys General Act, California Labor Code section 2698,
13 *et seq.* The Court finds that the Settlement has been reached as a result of informed and non-
14 collusive arm's-length negotiations. The Court further finds that the Parties were able to
15 reasonably evaluate their respective positions. The Court has reviewed the monetary recovery
16 being provided by the Settlement and recognizes the value accorded to the State of California
17 and Aggrieved Employees.

18 2. Pursuant to Labor Code section 2699(i), the gross settlement amount of
19 \$189,000.00 shall be distributed as follows:

- 20 a. Seventy-Five percent of the PAGA Penalties Fund, totaling Seventy-Five
21 Thousand Five Hundred Sixty-Four Dollars and Twenty-Four Cents (\$75,564.24), to the
22 LWDA for PAGA penalties.
- 23 b. Twenty-Five percent of the PAGA Penalties Fund, totaling Twenty-Five
24 Thousand One Hundred Eighty-Eight Dollars and Ten Cents (\$25,188.10), to Aggrieved
25 Employees.
- 26 c. Sixty Six Thousand One Hundred Fifty Dollars (\$66,150.00) to Plaintiff's
27 Counsel as Attorneys' Fees;
28

1 d. Seven Thousand Five Hundred Ninety-Seven Dollars and Sixty-Six Cents
2 (\$7,597.66) to Plaintiff's Counsel as Costs;

3 e. Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff as an enhancement;
4 and

5 f. Seven Thousand Dollars (\$7,000.00) to the Settlement Administrator.

6 3. Upon the Effective Date, the Released Claims in the Settlement are deemed to
7 have been conclusively released by all Aggrieved Employees against the Released Parties.

8 4. Plaintiff and Defendant are ordered to carry out the terms of the settlement in
9 accordance with the terms of the PAGA Settlement Agreement.

10 5. Judgment is hereby entered in accordance with this Order and the terms of the
11 Settlement. Plaintiff shall take from his complaint only the relief set forth in the Settlement
12 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
13 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of
14 enforcing and interpreting the Settlement, this Order, and this Judgment.

15 6. The Settlement does not constitute an admission by Defendant of liability to
16 Plaintiff or any Aggrieved Employee, nor does this Order constitute a finding by the Court of the
17 validity of any of the claims alleged in this Action, or any liability of Defendant or any of the
18 Released Parties.

19
20 **IT IS SO ORDERED.**

21
22 DATED: **MAR 24 2023**

Jayne C. Lee

HON. JAYNE LEE
SUPERIOR COURT OF CALIFORNIA