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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

STACEY SERNA and LOURDES DE
GUZMAN ANGEL, on behalf of the State
of California, as private attorneys general,

Plaintiffs,

vs.

GURNICK ACADEMY OF MEDICAL
ARTS, LLC, a California Limited Liability
Company,

Defendant.

Case No.: 22-CIV-01185

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: December 14, 2023

Hearing Time: 10:00 a.m.

Judge: Hon. Susan L. Greenberg

Dept.: 3

Courtroom: 2B

1 **ORDER AND JUDGMENT**

2 Plaintiffs Stacey Serna and Lourdes De Guzman Angel (“Plaintiffs”) move for approval of
3 the settlement of Plaintiffs’ claims under the California Labor Code Private Attorneys General Act
4 (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Gurnick Academy of
5 Medical Arts, LLC (“Defendant”).

6 Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted
7 in this action and are authorized to act as private attorneys general with respect to the PAGA claims
8 being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”),
9 which is incorporated by reference. The California Labor Workforce Development Agency was
10 provided with notice of the Settlement and the motion for approval of the PAGA settlement via its
11 online process and no objection has been received to the settlement or the motion from the Labor
12 Workforce Development Agency.

13 The Parties seek approval of the settlement of Plaintiffs’ PAGA claims and the PAGA
14 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
15 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
16 \$545,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed
17 \$15,000) for ILYM Group to administer the settlement, PAGA Counsel Fees Payment in the amount
18 of \$181,666 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses
19 Payment in the amount of \$20,000. The PAGA Payment, which is the amount remaining of the
20 Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, PAGA
21 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor
22 Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of
23 the payment will be paid to the LWDA (no less than \$246,250.50) and 25% will be paid to the
24 Aggrieved Employees (no less than \$82,083.50).

25 The Court, having reviewed the evidence and papers submitted and argument of counsel,
26 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiffs’ motion and approves the
27 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
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1 allocated and paid out as set forth in the Settlement Agreement.

2 The “Aggrieved Employees” are defined as all individuals who are or previously were
3 employed by Defendant in California and classified as a non-exempt employee at any time during
4 the PAGA Period and all current and former employees of Defendant in California who were
5 required to work remotely during the Remote PAGA Period. The PAGA Period is the time period
6 from August 23, 2020 to June 25, 2023. The Remote PAGA Period is the time period from March
7 18, 2020 to June 25, 2023.

8 Upon the Effective Date of this Order and Judgment, Defendant and the Released Parties (as
9 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
10 Claims. The “Released PAGA Claims” are all claims for PAGA penalties and attorney’s fees and
11 costs of suit arising out of PAGA penalties that were alleged, or reasonably could have been alleged,
12 based on the facts stated in the Operative Complaint in either *Lourdes De Guzman Angel vs. Gurnick*
13 *Academy of Medical Arts, LLC*, or *Stacey Serna vs. Gurnick Academy of Medical Arts, LLC*,
14 respectively, and the respective PAGA Notices submitted by each Plaintiff to the LWDA, which
15 occurred during the PAGA Period and Remote PAGA Period. The Released PAGA Claims does not
16 include all other claims, including claims for vested benefits, wrongful termination, violation of the
17 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
18 compensation, and California class claims, and PAGA claims outside of the PAGA Period and
19 Remote PAGA Period. The Released PAGA Claims do not include any claims that cannot be
20 released as a matter of law. In no event shall the release of the Released PAGA Claims in this
21 Settlement Agreement release any individual claims of any individuals.

22 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
23 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
24 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
25 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
26 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
27 this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as
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1 to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims
2 any such liability or wrongdoing.

3 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
4 claims of the Plaintiffs are dismissed with prejudice. In addition, the PAGA claims of Aggrieved
5 Employees during the PAGA Period and Remote PAGA Period are dismissed with prejudice. After
6 entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
7 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
8 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
10 the distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

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14 DATED: _____

15 THE HONORABLE SUSAN L. GREENBERG
16 JUDGE OF THE SUPERIOR COURT
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