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Attorneys for Plaintiff and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MATTHEW ONG, as an individual and on behalf
of aggrieved employees,

Plaintiff,

vs.

EHEALTHINSURANCE SERVICES, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22CV399893

[Assigned for all purposes to the Hon. Charles F.
Adams, Dept. 7]

**[PROPOSED] ORDER GRANTING
APPROVAL OF THE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT**

Date: June 6, 2024

Time: 1:30 P.M.

Dept.: 7

Complaint Filed: July 5, 2022

Trial Date: None

1 Plaintiff Matthew Ong (“Plaintiff”) and Defendant eHealthInsurance Services, Inc.
2 (“Defendant”) (Defendant and Plaintiff together, the “Parties”) have entered into the Settlement
3 Agreement of (“Settlement Agreement” or “Settlement”) to settle the above-captioned representative
4 action subject to the Court’s approval.

5 This matter is now before the Court on Plaintiff’s Motion to Approve Settlement Agreement
6 Pursuant to the Private Attorneys General Act. The Court has read, heard, and considered all the
7 pleadings and documents submitted, and the presentations made in connection with the Motion which
8 came on for hearing on June 6, 2024.

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

10 The Court hereby approves the Parties’ proposed PAGA Settlement and hereby enters FINAL
11 JUDGMENT based on the terms set forth in the Parties’ Settlement Agreement of California Labor
12 Code Private Attorneys General Act Claims (“Settlement” or “Settlement Agreement”) in favor of
13 Plaintiff and the aggrieved employees (“Aggrieved Employees”) in the amount of \$355,000.00. Of this
14 amount, \$118,333.33 is awarded as attorneys’ fees paid to Plaintiff’s counsel; \$16,817.23 is awarded as
15 costs paid to Plaintiff’s counsel; \$10,000.00 is awarded to Plaintiff as a service award; and \$4,750 is
16 awarded as administration expenses paid to the Settlement Administrator, Phoenix Settlement
17 Administrators.

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

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

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

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

5 **IT IS SO ORDERED.**

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7 DATED: _____

8 HON. CHARLES F. ADAMS
9 SUPERIOR COURT OF CALIFORNIA
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