

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Sydney Castillo Johnson (State Bar #343881)

scastillo@jcl-lawfirm.com

John L. Nitti (State Bar #330752)

jnitti@jcl-lawfirm.com

Carolina Faccin (State Bar #340855)

cfaccin@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Dr., Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

[Additional Counsel Listed on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MERCED

GUILLERMINA FUENTES, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

CASTLE FAMILY HEALTH CENTERS,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendants

Case No: 22CV-02080

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: December 4, 2025

Time: 8:15 a.m.

Judge: Hon. Stephanie L. Jamieson

Dept.: 8

1 Arby Aiwarzian (SBN 269827)
2 Joanna Ghosh (SBN 272479)
3 Brian J. St. John (SBN 304112)
4 Maria Halwadjian (SBN 358015)
5 **LAWYERS *for* JUSTICE, PC**
6 450 North Brand Blvd., Suite 900
7 Glendale, California 91203
8 Tel: (818) 265-1020 / Fax: (818) 265-1021
9
10 Attorneys for PLAINTIFF GUILLERMINA FUENTES
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1 Plaintiff Guillermina Fuentes (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Castle Family Health Centers, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
6 being released under the terms of the Joint Stipulation of Settlement of PAGA Action and Release
7 of PAGA Claims (“Settlement Agreement”). The California Labor Workforce Development
8 Agency (“LWDA”) was provided with notice of the settlement and the motion for approval of the
9 settlement via its online process, and no objection has been received to the settlement or the motion
10 from the LWDA. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the
11 Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement
12 Agreement, which was filed with the Court (“PAGA Settlement”). The PAGA Settlement provides
13 for a Gross Settlement Amount in the total sum of \$525,000, which includes the PAGA Payment,
14 PAGA Counsel Fee Award and PAGA Counsel Expense Award in the amount of \$200,796.58,
15 comprised of attorneys’ fees in the amount of \$175,000 and reimbursed litigation expenses in the
16 amount of \$25,796.58, Service Award of up to \$10,000 for the Plaintiff, and Settlement
17 Administration Costs estimated in the amount of \$6,650. The PAGA Payment is the amount
18 remaining from the Gross Settlement Amount after the deduction of the Settlement Administration
19 Costs, PAGA Counsel Fee Award, PAGA Counsel Expense Award, and Plaintiff’s Service Award.
20 The Settlement Administrator will be Apex Class Action LLC. The sum of any settlement checks
21 not cashed within 180 days, or the extended deadline as provided in the Settlement Agreement, will
22 be mailed to the Children Advocacy Institute. The Court approved the Gross Settlement Amount
23 and the distributions of the Gross Settlement Amount as set forth above.

24 The Court, having reviewed the evidence and papers submitted and argument of counsel,
25 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
26 PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount,
27 which shall be allocated and paid out as set forth in the Settlement Agreement.
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1 The “Aggrieved Employees” are defined as “individuals who are or previously were
2 employed by defendant in California and classified as non-exempt employees (“Aggrieved
3 Employees”) at any time between May 2, 2021, through December 16, 2024 (“PAGA Period”).
4 Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant, Defendant shall
5 be entitled to a release from the State of California, the LWDA, and Plaintiff as to the following
6 claims: all PAGA claims for civil penalties under California Labor Code section 2698, *et seq.*
7 alleged in the Operative Complaint and Plaintiffs PAGA Notice to the LWDA which occurred
8 during the PAGA Period, and expressly excluding all other claims, including claims for vested
9 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
10 compensation, and PAGA claims outside of the PAGA Period. (“Released PAGA Claims”).

11 Neither the Settlement Agreement nor the settlement contained therein, nor any act
12 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
13 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
14 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
15 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
16 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
17 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
18 this action in any other action that may be brought against it or them in order to support a defense
19 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
20 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
21 similar defense or counterclaim.

22 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
23 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
24 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
25 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
26 the distribution of settlement benefits.

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

DATED: _____, 2025

THE HONORABLE BRIAN L. MCCABE
JUDGE OF THE SUPERIOR COURT