

GRAHAMHOLLIS APC

Graham S.P. Hollis (SBN 120577)

ghollis@grahamhollis.com

Hali M. Anderson (SBN 261816)

handerson@grahamhollis.com

3555 Fifth Avenue Suite 200

San Diego, California 92103

Telephone: 619.692.0800

Facsimile: 619.692.0822

SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. (SBN 242072)

ash@shakourilawfirm.com

401 Wilshire Blvd., 12th Floor

Santa Monica, CA 90401

Telephone: (424) 252-4711

Attorneys for Plaintiff Akimasia Walker

WILSON TURNER KOSMO LLP

Robin A. Wofford (SBN 137919)

Mary P. Snyder (SBN 211228)

Brian G. Lee (SBN 300990)

402 W. Broadway, Suite 1600

San Diego, CA 92101

Telephone: (619) 236-9600

Facsimile: (619) 236-9669

E-mail: rwofford@wilsonturnerkosmo.com

E-mail: msnyder@wilsonturnerkosmo.com

E-mail: blee@wilsonturnerkosmo.com

Attorneys for Defendant Healthsource Global
Staffing, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

AKIMASIA WALKER, in her representative
capacity, on behalf of the State of California,
the general public and all aggrieved employees,

Plaintiff,

v.

HEALTHSOURCE GLOBAL STAFFING,
INC.; a California corporation, and DOES 1-
20, inclusive,

Defendants.

Case No.: 23CV410255

**JOINT STIPULATION AND [PROPOSED]
ORDER REQUESTING:**

- 1) APPROVAL OF THE SETTLEMENT OF
PLAINTIFF'S INDIVIDUAL PAGA
CLAIM;**
- 2) DISMISSAL OF PLAINTIFF'S
INDIVIDUAL PAGA CLAIM WITH
PREJUDICE; AND**
- 3) LIFTING STAY ON LITIGATION**

Dept: 19

Judge: Hon. Theodore C. Zayner

Complaint Filed: January 20, 2023

Trial Date: None Set

1 **SUBJECT TO COURT APPROVAL, IT IS HEREBY STIPULATED** by and between
2 Plaintiff Akimasia Walker (“Plaintiff”), and Defendant Healthsource Global Staffing, Inc. (“Defendant”)
3 (collectively, “Parties”), as follows:

4 **WHEREAS**, on or about September 12, 2022 and January 17, 2023, Plaintiff sent a notice and
5 amended notice of Labor Code violations to the California Labor & Workforce Development Agency
6 (“LWDA”) and Defendant in accordance with the Private Attorneys General Act of 2004 codified in Labor
7 Code §§ 2698, *et seq.* (“PAGA”).

8 **WHEREAS**, on or about January 20, 2023, Plaintiff filed a representative action lawsuit in the
9 above entitled Court alleging one cause of action for civil penalties under the PAGA against Defendant
10 for its alleged: (1) failure to timely compensate for all hours worked, including minimum, regular, and
11 overtime wages; (2) failure to provide legally compliant meal periods or compensation in lieu thereof; (3)
12 failure to provide legally compliant rest periods or compensation in lieu thereof; (4) failure to pay
13 contractual wages; (5) failure to reimburse for necessary business expenses; (6) failure to timely pay all
14 wages due and owing upon separation of employment and/or the required waiting time penalties; (7)
15 failure to furnish accurate itemized wage statements; (8) failure to maintain accurate records; and (9)
16 violation of the PAGA (“the PAGA Action”).

17 **WHEREAS**, on or about August 16, 2023, the Court issued an Order compelling Plaintiff to
18 arbitrate her individual PAGA claims, including her individual claim for penalties under the PAGA, but
19 stayed Plaintiff’s non-individual PAGA claim pending arbitration.

20 **WHEREAS**, on September 21, 2023, Plaintiff filed her individual claims in arbitration, titled
21 *Akimasia Walker v. Healthsource Global Staffing, Inc.*, AAA Case No. 01-23-0004-1847 (the
22 “Arbitration”), alleging the same violations alleged in the PAGA Action, and seeking statutory Labor
23 Code penalties, restitution and recovery of reasonably attorneys’ fees pursuant to Code of Civil Procedure
24 section 1021.5 and Business and Professions Code section 17200, as well as PAGA penalties in her
25 individual capacity.

26 **WHEREAS**, Defendant denies any and all liability for claims alleged in the PAGA Action and/or
27 the Arbitration. Defendant maintains that it had, and continues to have, legally-compliant employment
28 practices throughout the statutory period in California. Defendant does not admit that it ever violated any

1 provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff
2 seeks relief, or of any other law.

3 **WHEREAS**, on April 30, 2024, Plaintiff and Defendant settled Plaintiff's claims brought in the
4 Arbitration through a confidential settlement agreement and release ("the Settlement Agreement" or "the
5 Settlement") to resolve Plaintiff's individual claims only.

6 **WHEREAS**, this Settlement was reached after extensive arms-length negotiations over the course
7 of several months and after exchange of initial disclosures in the Arbitration. The Parties believe and agree
8 that this Settlement is a fair, adequate, and reasonable resolution of the claims brought in the Arbitration
9 and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors,
10 present and potential, as set forth in the Declaration of Plaintiff's Counsel, Hali Anderson, filed
11 concurrently herewith.

12 **WHEREAS** the Parties hereby seek approval of the settlement of Plaintiff's individual PAGA
13 claim (but not Plaintiff's non-individual PAGA claim), for the gross amount of \$1,000 paid by Defendant
14 ("PAGA Settlement Amount") with 75% of the PAGA Settlement Amount (i.e., \$750) allocated to the
15 California Labor & Workforce Development Agency pursuant to Labor Code § 2699(i)) ("Settlement
16 Agreement") and 25% of the PAGA Settlement Amount (i.e., \$250) to be paid to Plaintiff for her
17 individual PAGA claim.

18 **WHEREAS**, the Parties stipulate and agree that based on contested theories of liability, the
19 allocation of this amount for PAGA penalties for settlement of Plaintiff's individual PAGA claims only,
20 is reasonable. The Parties stipulate and agree that no claims are being settled through their Settlement
21 Agreement on behalf of any allegedly aggrieved employees other than Plaintiff, and no other alleged
22 aggrieved employees' interests will be impacted other than the interests of Plaintiff.

23 **WHEREAS**, on July 2, 2024, Plaintiff submitted a copy of this Stipulation containing the terms
24 of the PAGA settlement to the LDWA pursuant to Labor Code § 2699(1)(2)), and a copy of the email from
25 the LWDA confirming said submission is attached to the Anderson Declaration as **Exhibit 1**.

26 **WHEREAS**, pursuant to Labor Code § 2699.3(1)(2), which provides that "the Superior Court shall
27 review and approve any settlement of any civil action filed pursuant to this part," the Parties hereby
28 stipulate and request approval of the settlement of Plaintiff's individual PAGA claims. The parties believe

1 that the terms of the settlement of Plaintiff's individual PAGA claim are fair, reasonable, and adequate
2 and should be approved by the Court. *See, Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021) ("Under
3 [abuse of discretion] standard of review, we determine only whether the trial court acted within its broad
4 discretion in approving the [PAGA] settlement." (citation omitted.")).

5 **WHEREAS**, if the Court grants this stipulation, the only claim remaining in this action will be
6 Plaintiff's non-individual PAGA claim, therefore allowing for the lifting of the stay in this case so that the
7 Parties may litigate the currently-stayed representative portion of the PAGA Action.

8 **NOW THEREFORE**, the Parties, through this Stipulation, respectfully request the Court to:

9 1) Approve the settlement of Plaintiff's individual PAGA claim because the terms of the
10 settlement are fair, reasonable, and adequate, and dismiss Plaintiff's individual PAGA claim with
11 prejudice.

12 2) Lift the stay on litigation of the representative portion of the PAGA Action.

13 **IT IS SO AGREED AND STIPULATED:**

14 Respectfully submitted,

15 Dated: July 2, 2024

GRAHAMHOLLIS APC

16 By:



Graham S.P. Hollis
Hali M. Anderson
Attorneys for Plaintiff Akimasia Walker

19 Dated: July 2, 2024

SHAKOURI LAW FIRM
(Authorization Given on July 2, 2024)

21 By: /s/ Ashkan Shakouri

Ashkan Shakouri
Attorney for Plaintiff Akimasia Walker

23 Dated: July 2, 2024

WILSON TURNER KOSMO LLP

25 By:



Robin A. Wofford
Mary P. Snyder
Brian G. Lee
Attorneys for Defendant Healthsource Global
Staffing Inc.

[PROPOSED] ORDER

The Court having reviewed the foregoing Stipulation, and good cause appearing, therefore, **IT IS HEREBY ORDERED** as follows:

1) The settlement of Plaintiff's individual PAGA claim is approved because the terms of the settlement are fair, reasonable, and adequate, and Plaintiff's individual PAGA claim is dismissed with prejudice.

2) The stay on litigation is lifted.

Dated: _____

Hon. Theodore C. Zayner
Superior Court of California, County of Santa Clara