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Attorneys for Plaintiff Akimasia Walker

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

**DECLARATION OF HALI M. ANDERSON IN
SUPPORT OF 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**

Date:

Time:

Dept: 19

Judge: Hon. Theodore C. Zayner

Complaint Filed: January 20, 2023

Trial Date: None Set

1 I, Hali M. Anderson, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I
3 am a shareholder with the law firm of GrahamHollis, APC in San Diego, California. I am thoroughly
4 familiar with and have personal knowledge of all of the facts set forth herein. If called as a witness, I
5 could and would competently testify thereto.

6 2. I am one of the attorneys of record for Akimasia Walker (“Plaintiff”) in the pending class
7 action entitled *Walker. v. Healthsource Global Staffing Inc.*, pending in the Superior Court of the State of
8 California, County of Santa Clara. I submit this declaration in support of Joint Stipulation and [Proposed]
9 Order Requesting: (1) Approval of the settlement of Plaintiff’s individual PAGA Claim; (2) Dismissal of
10 Plaintiff’s individual PAGA Claim; and (3) Lifting stay on litigation.

11 3. On or about September 12, 2022 and January 17, 2023, Plaintiff sent a notice and amended
12 notice of Labor Code violations to the California Labor & Workforce Development Agency (“LWDA”)
13 and Defendant in accordance with the Private Attorneys General Act of 2004 codified in Labor Code §§
14 2698, et seq. (“PAGA”).

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

24 5. On or about August 16, 2023, the Court issued an Order compelling Plaintiff to arbitrate
25 her individual PAGA claims, including her individual claim for penalties under the PAGA, but stayed
26 Plaintiff’s non-individual PAGA claim pending arbitration.

27 6. On September 21, 2023, Plaintiff filed her individual claims in arbitration, titled Akimasia
28 Walker v. Healthsource Global Staffing, Inc., AAA Case No. 01-23-0004-1847 (the “Arbitration”),

1 alleging the same violations alleged in the PAGA Action, and seeking statutory Labor Code penalties,
2 restitution and recovery of reasonably attorneys' fees pursuant to Code of Civil Procedure section 1021.5
3 and Business and Professions Code section 17200, as well as PAGA penalties in her individual capacity.

4 7. Defendant denies any and all liability for claims alleged in the PAGA Action and/or the
5 Arbitration. Defendant maintains that it had, and continues to have, legally-compliant employment
6 practices throughout the statutory period in California. Defendant does not admit that it ever violated any
7 provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff
8 seeks relief, or of any other law.

9 8. On April 30, 2024, Plaintiff and Defendant settled Plaintiff's claims brought in the
10 Arbitration through a confidential settlement agreement and release ("the Settlement Agreement" or "the
11 Settlement") to resolve Plaintiff's individual claims only.

12 9. This Settlement was reached after extensive arms-length negotiations over the course of
13 several months and after exchange of initial disclosures in the Arbitration. The Parties believe and agree
14 that this Settlement is a fair, adequate, and reasonable resolution of the claims brought in the Arbitration
15 and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors,
16 present and potential, as set forth herein.

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

23 11. The Parties stipulate and agree that based on contested theories of liability, the allocation
24 of this amount for PAGA penalties for settlement of Plaintiff's individual PAGA claims only, is
25 reasonable. The Parties stipulate and agree that no claims are being settled through their Settlement
26 Agreement on behalf of any allegedly aggrieved employees other than Plaintiff, and no other alleged
27 aggrieved employees' interests will be impacted other than the interests of Plaintiff.

28 12. On July 2, 2024, Plaintiff submitted a copy of this Stipulation containing the terms of the

1 PAGA settlement to the LDWA pursuant to Labor Code § 2699(1)(2)), and a copy of the email from the
2 LWDA confirming said submission is attached hereto as **Exhibit 1**.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on July 2, 2024, in San Diego, California.

5
6 
7 Hali M. Anderson