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FILED

DEC 16 2025

Clerk of Superior Court of California,
County of Sonoma
By AKD
Deputy Clerk

HON. JANE GASKELL
JUDGE OF THE SUPERIOR COURT
Courtroom 17
3035 Cleveland Avenue
Santa Rosa, CA 95403
(707) 521-6723

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA

VANIE GOMES CORREIA, individually
and on behalf of all other Aggrieved
Employees,

Plaintiff,

v.

PREMIER HEALTHCARE STAFFING
SOLUTIONS, LLC, et al.,

Defendants.

**RULING ON MATTER TAKEN UNDER
SUBMISSION RE: PLAINTIFF'S
MOTIONS FOR PRIVATE ATTORNEY
GENERAL ACT ("PAGA")
SETTLEMENTS**

Case No. 23CV00497

(Hearing Date: November 19, 2025)

The above matter came on calendar on November 19, 2025, in Department 17 of the above-captioned court, the Honorable Jane Gaskell, presiding. Counsel Amy Nshanyan appeared on behalf of Plaintiff Vanie Gomes Correia. Counsel Bryan W. Edgar appeared on behalf of Defendant North Bay Post Acute, LLC. Counsel Dan Forman appeared on behalf of Defendant Premier Healthcare Staffing Solutions, LLC.

The Court, having reviewed all filed pleadings and having heard and considered the argument of counsel, hereby issues the following Order After Hearing:

Plaintiff's two unopposed motions for approval of Private Attorney General Act ("PAGA") settlements separately with both Defendants North Bay Post Acute, LLC, and Premier Healthcare Staffing Solutions, LLC are **GRANTED**.

PROCEDURAL HISTORY

Plaintiff, individually and on behalf of other aggrieved employees, brought this representative action for PAGA civil penalties against her former employer, Defendant Premier Healthcare Staffing Solutions, LLC, for which company she provided patient

1 care to Defendant North Bay Post Acute, LLC's live in residence. (Motions, 4:4-13.)
2 Plaintiff's complaint alleges Labor Code violations for failure to pay all wages, to provide
3 meal and rest periods, to provide accurate itemized wage statements, to provide paid
4 sick leave, to pay all wages due during and upon termination of employment, and to
5 reimburse necessary business expenses. (Motions, 4:13-20; Kazandjian Declarations,
6 ¶ 5, Exhibit 2.)

7 Prior to filing the action, Plaintiff gave written notice to the LWDA and to
8 Defendants of her intent to pursue PAGA civil penalties. (Kazandjian Decl., ¶ 5, Exhibit
9 2.) The LWDA did not notify Plaintiff of any intention to investigate the allegations in the
10 PAGA Notice and Defendants did not serve notice that it intended to cure any alleged
11 defect. (*Id.* at ¶ 6.)

12 After extensive, arms-length, informed negotiations with an experienced mediator
13 and after an informal exchange of information and data, the parties settled. (Motions,
14 3:19-20.) As required per Lab. Code. Section 2699(s)(2), Plaintiff submitted a copy of
15 the fully executed proposed settlement agreements to the LWDA on July 2, 2025.
16 (Kazandjian Decl., Exhibit 7.)

17 Now, Plaintiff seeks approval in the two motions for two separate PAGA
18 settlement agreements with Defendants. Defendants filed no opposition or objections to
19 the motions and represented the same at the hearing on these motions.

20 **MOTIONS FOR APPROVAL OF PAGA SETTLEMENT**

21 **Legal Standard**

22 Generally, the California Labor Code contains provisions designed to protect the
23 health, safety, and compensation of workers. (*Kim v. Reins Int'l California, Inc.* (2020) 9
24 Cal. 5th 73, 80.) The Legislature enacted PAGA to authorize "aggrieved employees" to
25 pursue civil penalties on the state's behalf to facilitate broader enforcement of the Labor
26 Code. (*Id.* at p. 81.) When an aggrieved employee seeks PAGA penalties, the employee
27 must notify the employer and also the Labor and Workforce Development Agency
28 ("LWDA") via a PAGA Notice that specifies which labor violations are alleged and the

1 facts and theories supporting the claim. (*Ibid.*) For these reasons, a PAGA claim is
2 legally and conceptually different from an employee's own suit for damages and
3 statutory penalties because an employee suing under PAGA "does so as the proxy or
4 agent of the state's labor law enforcement agencies." (*Id.* at p. 81.)

5 The Supreme Court of California has held that a representative action under
6 PAGA is not the same as a class action and that the Legislature did not necessarily
7 intend to impose class action requirements on representative PAGA actions. (*Arias v.*
8 *Superior Ct.* (2009) 46 Cal.4th 969, 984.) A PAGA representative action is a type of qui
9 tam action designed to benefit the general public. (*Kim v. Reins Int'l California, Inc.*
10 (2020) 9 Cal.5th 73, 81.)

11 A PAGA claimant may settle their claims, but the PAGA settlement is subject to
12 trial court review and approval as a safeguard to ensure that any negotiated resolution
13 is fair to those affected. (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) The
14 proposed PAGA settlement shall be submitted to the LWDA at the same time that it is
15 submitted to the court for review and approval. (Lab. Code § 2699(s)(2).)

16 Plaintiff's Motions

17 As explained above, the parties engaged in informal discovery and mediation
18 and reached settlement. Now, Plaintiff moves for the Court's approval of two separate
19 PAGA settlements.

20 Defendant Premier Healthcare Staffing Solutions, LLC, settled on the following
21 terms:

- 22 1. Defendant agrees to pay a maximum of \$100,000.00 in Settlement.
23 (Kazandjian Decl., Exhibit 1, Settlement Agreement, ¶¶ 1.10, 3.1.)
- 24 2. \$2,250.00 shall be deducted for Simpluris' administration costs. (*Id.* at
25 Settlement Agreement, ¶ 3.2.3.)
- 26 3. \$5,000.00 shall be deducted for Plaintiff's enhancement payment and general
27 release. (*Id.* at Settlement Agreement, ¶ 3.2.2.)
28

- 1 4. \$40,000.00 (40% of the Settlement) shall be deducted for Plaintiff's PAGA
2 Counsel's attorney fees. (*Id.* at Settlement Agreement, ¶ 3.2.1.)
 - 3 5. \$4,905.98 shall be deducted for Plaintiff's PAGA Counsel's actual litigation
4 costs. (Motions, 3:13-14.)
 - 5 6. From the remaining amount, \$35,883.02 shall be paid for PAGA Penalties to
6 the LWDA and for aggrieved employees on a pro rata basis. (Kazandjian
7 Decl., Exhibit 1, Settlement Agreement, ¶ 3.2.3.)
- 8 Defendant North Bay Post Acute, LLC settled on the following terms:
- 9 1. Defendant agrees to pay a maximum of \$110,000.00 in Settlement, from
10 which the below amounts will be deducted. (Kazandjian Decl., Exhibit 1,
11 Settlement Agreement, ¶¶ 1.10, 3.1.)
 - 12 2. \$2,250.00 shall be deducted for Simpluris' administration costs. (*Id.* at
13 Settlement Agreement, ¶ 3.2.3.)
 - 14 3. \$5,000.00 shall be deducted for Plaintiff's enhancement payment and general
15 release. (*Id.* at Settlement Agreement, ¶ 3.2.2.)
 - 16 4. \$44,000.00 (40% of the Settlement) shall be deducted for Plaintiff's PAGA
17 Counsel's attorney fees. (*Id.* at Settlement Agreement, ¶ 3.2.1.)
 - 18 5. \$4,905.98 shall be deducted for Plaintiff's PAGA Counsel's actual litigation
19 costs. (Motions, 3:13-14.)
 - 20 6. From the remaining amount, \$51,250.00 shall be paid for PAGA Penalties to
21 the LWDA and for aggrieved employees on a pro rata basis. (Kazandjian
22 Decl., Exhibit 1, Settlement Agreement, ¶ 3.2.3.)

23 As noted in Plaintiff's unopposed motions, there is no binding authority identifying
24 the proper standard of review of PAGA settlements to be employed by the court, but
25 many courts have approved PAGA settlements upon a showing that the settlement
26 terms meet PAGA's statutory requirements and are fundamentally fair, reasonable, and
27 adequate. (Motions, 10:15-22.) Plaintiff argues that the settlement terms satisfy PAGA's
28

1 purpose and the State's interest because the PAGA penalties and the other costs
2 agreed upon by the parties are reasonable. (Motions, pp. 9-18.)

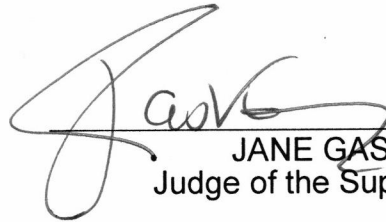
3 As mentioned above, Defendants do not oppose or object to the motions.

4 Application

5 Overall, the Court finds that the proposed settlement terms agreed to by the
6 parties are fair and reasonable to suit PAGA's purpose and the State's interest and that
7 the parties have adequately complied with the statutory requirements of PAGA. The
8 Court **GRANTS** both unopposed motions.

9 **IT IS SO ORDERED.**

10 DATED: December 16, 2025



JANE GASKELL
Judge of the Superior Court

PROOF OF SERVICE BY ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Ave, Santa Rosa, California, 95403, and my email address is aolazar@sonomacourt.org; that I am not a party to this case; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for electronic mailing; and that on the date shown below I placed a true copy of the **RULING ON MATTER TAKEN UNDER SUBMISSION RE: PLAINTIFF'S MOTIONS FOR PRIVATE ATTORNEY GENERAL ACT ("PAGA") SETTLEMENTS** and noted attachments by electronic mailing to each addressee respectively as indicated below.

Date: December 16, 2025

Robert Oliver
Clerk of the Court

By: *Ashley E. Olazar*
Ashley E. Olazar, Deputy Clerk

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