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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE**

VERONICA AGUAYO, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

HEALTHCARE STAFFING
PROFESSIONALS, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CV65621

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
SETTLEMENT AGREEMENT PURSUANT
TO THE PRIVATE ATTORNEYS GENERAL
ACT**

Date: August 9, 2024
Time: 8:30 a.m.
Dept: 1

Complaint Filed: October 4, 2023
Trial Date: None

1 **[PROPOSED] ORDER**

2 On August 9, 2024, a hearing was held on Plaintiff Veronica Aguayo's ("Plaintiff") Motion
3 to Approve Settlement Agreement Pursuant to the Private Attorneys General Act, Labor Code
4 section 2698, *et seq.* (the "Motion"). The Court has considered the Joint Stipulation of Settlement
5 and Release Under the Private Attorneys General Act ("Settlement Agreement") and all other
6 papers filed in this action.

7 **NOW THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED AS**
8 **FOLLOWS:**

9 1. Pursuant to California Labor Code section 2699(l), Plaintiff's Motion is
10 **GRANTED.** The Court finds that the Settlement is in all respects adequate considering the
11 purposes and provisions of the California Labor Code Private Attorneys General Act, California
12 Labor Code section 2698, *et seq.* The Court finds that the Settlement has been reached as a result of
13 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties were
14 able to reasonably evaluate their respective positions. The Court has reviewed the monetary
15 recovery being provided by the Settlement and recognizes the value accorded to the State of
16 California and Aggrieved Employees.

17 2. Pursuant to Labor Code section 2699(i), the Maximum Settlement Amount of One
18 Hundred Ninety-Eight Thousand Nine Hundred Twelve Dollars (\$198,912.00) shall be distributed
19 as follows:

20 a. Seventy-Five percent of the PAGA Penalties Fund, totaling Seventy-Six
21 Thousand Nine Hundred Five Dollars and Seventy-Three Cents (\$76,905.73), to the LWDA for
22 PAGA penalties.

23 b. Twenty-Five percent of the PAGA Penalties Fund, totaling Twenty-Five
24 Thousand Six Hundred Thirty-Five Dollars and Twenty-Four Cents (\$25,635.24), to Aggrieved
25 Employees.

26 c. Sixty-Nine Thousand Six Hundred Nineteen Dollars and Twenty Cents
27 (\$69,619.20) to Plaintiff's Counsel as Attorneys' Fees;

1 d. Nine Thousand Two Hundred Fifty-One Dollars and Eighty-Three Cents
2 (\$9,251.83) to Plaintiff's Counsel as Costs;

3 e. Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff as an
4 enhancement; and

5 f. Ten Thousand Dollars (\$10,000) to the Settlement Administrator.

6 3. Upon the Effective Date, the Released Claims in the Settlement are deemed to have
7 been conclusively released by all Aggrieved Employees against the Released Parties.

8 4. Plaintiff and Defendant are ordered to carry out the terms of the settlement in
9 accordance with the terms of the PAGA Settlement Agreement.

10 5. Judgment is hereby entered in accordance with this Order and the terms of the
11 Settlement. Plaintiff shall take from his complaint only the relief set forth in the Settlement
12 Agreement and this Order and Judgment. Without affecting the finality of the Settlement or this
13 Judgment in any way, the Court shall retain jurisdiction over the Parties for purposes of enforcing
14 and interpreting the Settlement, this Order, and this Judgment.

15 6. The Settlement does not constitute an admission by Defendant of liability to Plaintiff
16 or any Aggrieved Employee, nor does this Order constitute a finding by the Court of the validity of
17 any of the claims alleged in this Action, or any liability of Defendant or any of the Released
18 Parties.

19
20 **IT IS SO ORDERED.**

21 DATED:

22 _____
23 HON. KEVIN M. SEIBERT
24 SUPERIOR COURT OF CALIFORNIA
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