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

By Fax

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

**AMENDED [~~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

[PROPOSED] ORDER

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

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

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

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

a. Seventy-Five percent of the PAGA Penalties Fund, totaling Eighty-Nine Thousand Nine Hundred Seventy-Three Dollars and Sixty-One Cents (\$89,973.61), to the LWDA for PAGA penalties.

b. Twenty-Five percent of the PAGA Penalties Fund, totaling Twenty-Nine Thousand Nine Hundred Ninety-One Dollars and Twenty Cents (\$29,991.20), to Aggrieved Employees.

c. Fifty-Five Thousand Six Hundred Ninety-Five Dollars and Thirty-Six Cents (\$55,695.36) 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. Four Thousand Dollars (\$4,000) to Plaintiff as an enhancement; and

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

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

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

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

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

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19 **IT IS SO ORDERED.**

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21 DATED: AUG 22 2024

Donald Segerstrom Assigned
HON. KEVIN M. SEIBERT
SUPERIOR COURT OF CALIFORNIA

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On August 12, 2024, I served the following document(s) described as: **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action as follows:

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 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 12, 2024, at Los Angeles, California.



Erika Mejia