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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN LUIS OBISPO**

GRACIELA RAMIREZ, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

COMMUNITY HEALTH CENTERS OF
THE CENTRAL COAST, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **24CV-0085**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Tana L. Coates

Dept.: 4

Action Filed: February 1, 2024

Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiff Graciela Ramirez (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(l), against Defendant Community Health Centers of the Central Coast, Inc., (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency (“LWDA”).

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$300,000, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$8,650) for ILYM Group, Inc., to administer the settlement, PAGA Counsel Fees Payment in the amount of \$100,000 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$25,534.05. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, is no less than \$165,815.95 and shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$124,361.96) and 25% will be paid to the Aggrieved Employees (no less than \$41,453.99).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Plaintiff’s motion and approves the PAGA settlement as set forth in the Agreement and the PAGA Payment, which shall be

1 allocated and paid out as set forth in the Agreement.

2 5. The “Aggrieved Employees” are defined as all individuals who are or previously were
3 employe by Defendant in California and classified as a non-exempt employee at any time during the
4 PAGA Period. The PAGA Period is the period from September 25, 2022 to June 30, 2024.

5 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
6 Amount, Defendant and the Released Parties (as defined in the Agreement) shall be entitled to a release
7 of the Released PAGA Claims. The “Released PAGA Claims” means all claims for PAGA penalties
8 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
9 Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the
10 PAGA Period (collectively the “Released PAGA Claims”). The Released PAGA Claims expressly
11 exclude all other claims, including Plaintiff’s Individual Settlement which is subject to a separate
12 confidential settlement agreement and release, claims for vested benefits, wrongful termination,
13 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
14 security, workers’ compensation, and California class claims, and Plaintiff’s individual claims that are
15 subject to a separate release, and PAGA claims outside of the PAGA Period.

16 7. This settlement (including this Order) cannot be used, directly or indirectly, to
17 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
18 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
19 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
20 or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement
21 (including this Order) shall not be construed to be an admission by Defendant of any liability or
22 wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically
23 disclaims any such liability or wrongdoing.

24 8. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Order
25 and Judgment to the LWDA within 10 days after its entry.

26 9. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
27 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6, retain
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1 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
2 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
3 benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution
4 of settlement benefits.

5 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
6 **ENTERED ACCORDINGLY.**

7
8 DATED: _____

9 THE HONORABLE TANA L. COATES
JUDGE OF THE SUPERIOR COURT