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FILED
Superior Court of California
County of Sacramento
11/18/2024
T. Shaddix, Deputy

Attorneys for Plaintiff SABRINA AGRIFOGLIO
individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SABRINA AGRIFOGLIO, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

UROGYNECOLOGY CONSULTANTS
MEDICAL CORPORATION, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24CV002735

*Assigned for All Purposes to Hon. Jill H. Talley,
Department 23*

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

Reservation No. A-02735-001

Date: November 15, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: February 14, 2024

Trial Date: None Set

~~[PROPOSED]~~ ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion to Approve Private Attorneys General Act Settlement (“Motion”) in the above
3 referenced case came before this Court, on November 15, 2024, at 9:00 a.m. in Department 23 before
4 the Honorable Jill H. Talley, presiding. Plaintiff Sabrina Agrifoglio (“Plaintiff”) filed this Private
5 Attorneys General Act (“PAGA”) action on February 14, 2024. The operative Complaint alleges that
6 Urogynecology Consultants Medical Corporation (“Defendant”) violated California law by failing to
7 pay overtime wages, failing to pay minimum wages, failing to provide meal periods or pay premiums in
8 lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to provide accurate
9 wage statements, failing to pay final wages, failing to pay reimbursements for expenses, violating Labor
10 Code sections 558, 558.1 regarding provisions regulating hours and days of work in any Industrial
11 Welfare Commission Order, failing to maintain accurate records, and failing to provide sick leave. The
12 Complaint further alleges that Defendant is liable for civil penalties under the PAGA as a result of the
13 alleged violations. Defendant has denied all of Plaintiff’s allegations. Plaintiff sought attorneys’ fees
14 and costs as part of this Action.

15 The parties have agreed to a settlement of the PAGA claims. Defendant will provide monetary
16 consideration in exchange for a release of claims and dismissal consistent with the terms of the PAGA
17 Settlement (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning
18 as set forth in the Agreement. The Court, having received and considered Plaintiff’s Motion, the
19 declarations in support, the Agreement, the Notice of Settlement, and other evidence, HEREBY
20 ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

21 **I. SCOPE OF INDIVIDUALS WITHIN THE PAGA SETTLEMENT – AGGRIEVED**
22 **EMPLOYEES**

23 The Court finds that Plaintiff has exhausted all administrative remedies required to bring the
24 PAGA claims asserted in this litigation. Plaintiff is authorized to act on behalf of the Labor and
25 Workforce Development Agency (“LWDA”) with respect to the PAGA claims being released under the
26 Agreement. The Court finds the scope of individuals subject to the terms and conditions of the
27 Agreement, its releases, and all rights and obligations thereunder include the following:
28

1 All non-exempt employees who worked or continue to work for Defendant
2 in California at any time between December 8, 2022, up to August 13,
3 2024.

4 The Court recognizes that the foregoing definition is for Aggrieved Employee identification
5 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
6 the Agreement.

7 **II. APPROVING THE AGREEMENT**

8 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
9 A. The Court finds that the Agreement is fair, reasonable, and adequate, and, therefore, is approved as
10 required under California Labor Code sections 2698 *et seq.* Based on the potential amount of penalties
11 at issue, the risk of loss on the merits, the risk of being able to prove violations in each pay period as to
12 each individual as required by statute for damages purposes, and the Court's statutorily authorized
13 discretion to reduce penalties, the Agreement represents a substantial recovery for Aggrieved Employees
14 and the LWDA to further the LWDA's purpose in enforcing the California Labor Code. The Court also
15 finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any
16 potential future non-compliance, furthering the purpose of the California Labor Code and LWDA.

17 The Court has reviewed the monetary recovery being provided as part of the PAGA Settlement
18 Agreement and recognizes the significant value afforded to LWDA and the PAGA Settlement Members
19 given the facts of this case. Furthermore, Plaintiff's Counsel has disclosed the terms of Plaintiff's
20 separate individual settlement agreement, releasing all of her individual claims, and how those claims
21 were valued in comparison to the PAGA Claims. The Court is satisfied that no improper preference was
22 given to the individual claims over the PAGA claims and that any difference in monetary consideration
23 between the two is based on objective criteria and/or risks solely affecting the PAGA Claims, including,
24 but not limited to, the Court's ability to exercise its discretion in reducing any penalties that might be
25 assessed pursuant to California Labor Code section 2699(e). The Parties are directed to effectuate the
26 PAGA Settlement according to its terms.

27 The Court approves of the PAGA penalty allocations set forth in the Agreement wherein 75% of
28 the Net Settlement Amount will be paid to the LWDA and 25% of the Net Settlement Amount will be
paid to Aggrieved Employees as civil penalties pursuant to California Labor Code section 2699(i).

1 Additionally, because the Court finds the Parties' settlement to have been agreed upon only after
2 extensive and costly investigation, arms-length negotiations, and in an attempt to avoid further delays
3 and costs, the Court approves the Agreement and terms stated therein, which is incorporated by
4 reference in its entirety, as if stated here in full, including the \$35,000 Gross Settlement Amount.

5 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
6 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Aggrieved employees and the
7 LWDA), the benefits can be accurately traced as set forth in the Agreement, Plaintiff and Plaintiff's
8 Counsel were able to negotiate on behalf of Aggrieved employees and the LWDA, and the fee can be
9 shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the
10 Gross Settlement Amount. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir.
11 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th
12 480, 506 (2016). The Court finds the attorneys' fees request of Thirty Five Percent (35%) of the Gross
13 Settlement Amount, *i.e.* \$12,250, to be appropriate compensation for Plaintiff's Counsel. The attorneys'
14 fees request is within the range of percentages that have been approved by other Courts in similar cases
15 and is reasonable in light of the circumstances of this case, the substantial and beneficial results obtained
16 on behalf of Aggrieved Employees and the LWDA, and the contingent nature of the recovery over the
17 course of this case, which included potential loss at summary judgment and/or trial proceedings.
18 Furthermore, the Court has performed a lodestar cross check, which supports the percentage requested
19 as a reasonable one. Additionally, the Court orders that \$2,951.76 of the Gross Settlement Amount will
20 be paid to Plaintiff's Counsel for reasonable costs incurred in this case.

21 The Court orders and approves ILYM Group, Inc. to act as the Settlement Administrator in this
22 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not
23 to exceed \$2,950. Any difference between the actual Settlement Administrator Costs and the allocated
24 amount in the Agreement will be added to the Net Settlement Amount for distribution between the
25 LWDA and Aggrieved Employees consistent with the allocations and formulas set forth in the
26 Agreement.
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1 The Court approves of the identified *cy pres* distribution plan wherein any checks issued to
2 Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to
3 Capital Pro Bono, Inc., and the Center for Workers' Rights. *See In re Microsoft I-V Cases*, 135
4 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendant for
5 any reason.

6 The releases and waivers for Aggrieved Employees are also approved by the Court as set forth in
7 the Agreement.

8 **III. APPROVAL OF THE NOTICE OF SETTLEMENT**

9 The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit A and
10 incorporated by reference, fairly and adequately advised Aggrieved Employees about the Agreement
11 and its effect. The Court further finds that the Notice of Settlement and distribution of such notice by
12 first class mail to each identified Aggrieved Employees at his or her most recent address based on a
13 National Change of Address database search from the Aggrieved Employees' last known address and a
14 skip trace on any Aggrieved Employees who have their notice returned as "undeliverable" or "not at this
15 address" comported with all constitutional requirements, including those of due process.

16 The Court also finds that because there is a strong interest in providing Aggrieved Employees the
17 opportunity to recover under the Agreement, along with the parties' efforts to minimize any intrusion to
18 privacy rights, the sharing of employment information, including social security numbers, is not a
19 serious intrusion on their privacy rights. Hence, the Court orders Defendant to provide first and last
20 name, last known mailing address, social security number, and hire and termination dates for pay period
21 calculations to the Settlement Administrator only, and not to Plaintiff or Plaintiff's Counsel, in order to
22 process this settlement as contemplated within the Agreement and approved by this Order. The
23 Settlement Administrator shall only use this information for settlement purposes identified herein, and
24 this information shall be kept confidential, not be shared with any third-party, and used only to
25 administer the settlement.

26 **IV. IMPLEMENTATION SCHEDULE**

27 Accordingly, with good cause shown, the Court hereby approves and orders that the following
28 implementation schedule be adhered to:

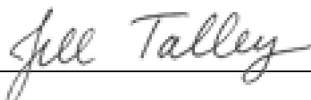
Last day for Defendant to provide Settlement Administrator with Aggrieved Employee information	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to calculate and report to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees	Within 7 calendar days after receiving Aggrieved Employee information
Last day for Defendant to fund Gross Settlement Amount	Within 14 calendar days after the Settlement Administrator calculates and reports to the Parties the Net Settlement Amount, PAGA Payment, and Individual Settlement Amounts for Aggrieved Employees
Last day for Settlement Administrator to complete NCOA search, update Aggrieved Employee mailing information, and complete mailing	Within 7 calendar days after Defendant has funded the settlement
Last day for Settlement Administrator to deliver payment of Plaintiff's Counsel's attorney's fees and costs, PAGA Payment, Settlement Administrator Costs, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 IT IS FURTHER ORDERED that, upon the Effective Date, the Released PAGA Claims and the
2 Action will be dismissed with prejudice as to all Parties and all causes of action subject to the Court's
3 continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement
4 pursuant to California Civil Procedure Code section 664.6.

5 The Court sets a further Compliance Hearing for September 5, 2025, at 10:30 a.m. At least 15
6 calendar days prior to the hearing, Plaintiff's Counsel shall file a declaration from the Settlement
7 Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied
8 that the settlement funds have been fully distributed, no appearance will be required.

9 IT IS SO ORDERED.

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11 Date: 11/18/2024

12 By: 
13 Judge of the Superior Court
14 Jill Talley
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