

EFS-020

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 201570		FOR COURT USE ONLY
NAME: Janelle Carney		
FIRM NAME: JANELLE CARNEY - ATTORNEY AT LAW, APC		
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ATTORNEY FOR (name): Plaintiff, Michael Boone		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE		
STREET ADDRESS: 751 Santa Ana Blvd.		
MAILING ADDRESS:		
CITY AND ZIP CODE: Santa Ana, CA 92701		
BRANCH NAME: Civil Complex Center		
PLAINTIFF/PETITIONER: Michael Boone		CASE NUMBER:
DEFENDANT/RESPONDENT: Sedgwick Claims Management Services, Inc.		30-2022-01268269-CU-OE-CXC
OTHER:		JUDICIAL OFFICER:
		Melissa McCormick
PROPOSED ORDER (COVER SHEET)		DEPT:
		CX-104

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Michael Boone
2. Title of the proposed order:
Proposed Order Granting Motion for Court Approval of PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Court Approval of PAGA Settlement
 - b. Date and time: March 21, 2023 at 2:00 p.m.
 - c. Place: Orange County Superior Court - Civil Complex Center, 751 Santa Ana Blvd., Santa Ana, CA 92701
Dept. CX-104
4. The proposed order was served on the other parties in the case.

Janelle Carney

(TYPE OR PRINT NAME)

▶ 

(SIGNATURE OF PARTY OR ATTORNEY)

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CASE NAME:
Boone v. Sedgwick Claims Management Services, Inc.

CASE NUMBER:
30-2022-01268269-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

14758 Pipeline Ave., Suite E, Chino Hills, CA 91709

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

See concurrently filed Proof of Service

b. To (*electronic service address of person served*):

c. On (*date*): December 22, 2023

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 22, 2023

Jerin Wilkinson

(TYPE OR PRINT NAME OF DECLARANT)


(SIGNATURE OF DECLARANT)

Janelle Carney, Esq. (Bar No. 201570)
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Attorneys for Plaintiff MICHAEL BOONE, an individual
on behalf of himself and the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MICHAEL BOONE, an individual, on
behalf of himself and the general public,

Plaintiff,

vs.

SEDGWICK CLAIMS
MANAGEMENT SERVICES, INC., an
Illinois Corporation; and DOES 1
through 100, inclusive,

Defendants.

) Case No.: 30-2022-01268269-CU-OE-CXC
) Hon. Melissa McCormick
) Dept.: CX-104

) CLASS ACTION

) **[PROPOSED] ORDER GRANTING**
) **PLAINTIFF'S MOTION FOR COURT**
) **APPROVAL OF PAGA SETTLEMENT**
) **AND ENTERING JUDGMENT**

) Date: March 21, 2024
) Time: 2:00 p.m.
) Dept. CX-104

) Reservation No.: 74177449

) Action Filed: July 1, 2022

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT AND ENTERING JUDGMENT

1 This matter came on for hearing before the Honorable Melissa R. McCormick, Dept.
2 CX-104 on _____, at 2:00 p.m., in the above-entitled Court located at Orange County
3 Superior Court–Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701 on
4 Plaintiff, Michael Boone’s, (“Plaintiff”) Motion for Court Approval of PAGA Settlement
5 (“PAGA Approval Motion”). Having considered the papers filed in support of the motion;
6 arguments of counsel; and all files, records, and other matters properly before the Court, the
7 Court hereby determines as follows:

8 (A) The settlement was entered into in good faith, and the terms of the settlement are
9 fair, reasonable and adequate and comply with the requirements of Labor Code § 2699, after
10 considering the maximum potential recovery, the merits of Plaintiff’s claims, and the means by
11 which the parties arrived at the settlement;

12 (B) The fees requested by Plaintiff’s counsel are reasonable given: (a) the hours
13 worked by Plaintiff’s counsel; (b) the results achieved; (c) the risks of litigation; (d) the skill
14 required and the quality of work; and (e) the contingent nature of the fee.

15 (C) The litigation costs and settlement administration expenses requested by
16 Plaintiff’s counsel are also reasonable.

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

23 The Court, having considered the proposed PAGA Settlement Agreement (“Settlement
24 Agreement” or “PAGA Settlement Agreement”) between Plaintiff and Defendant pursuant to
25 Labor Code § 2699(1):

26 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND**
27 **DECREED AS FOLLOWS:**

28 (1) Plaintiff’s PAGA Approval Motion is **GRANTED**.

1 In accordance with the PAGA Settlement Agreement, the Gross Settlement Amount of
2 \$45,000 shall be distributed as follows:

- 3 a. Plaintiff's counsel is awarded attorney's fees in the amount of \$15,000.00 and
4 litigation costs in the amount of \$22,000.00.
- 5 b. Settlement administration expenses are approved in the amount of \$2,450.00.
- 6 c. The Net Settlement Amount/PAGA Penalties in the amount of \$5,550.00
7 shall be distributed 75% to the LWDA, in the amount of \$4,162.50, and 25%
8 to the eight Aggrieved Employees, in the amount of \$1,387.50. Aggrieved
9 Employees are defined as all current and former non-exempt SIU field
10 investigator employees who have worked for Defendant in California during
11 the period of July 1, 2021, through December 31, 2023.

12 (2) Effective on the date when Defendant fully funds the Gross Settlement Amount,
13 Plaintiff, the Aggrieved Employees, the LWDA, and Plaintiff's counsel are bound by the release
14 of claims set forth in the PAGA Settlement Agreement and set forth below. The LWDA,
15 Plaintiff, the Aggrieved Employees, and Plaintiff's counsel are deemed to have conclusively
16 released and forever discharged the Released Parties (as defined in the PAGA Settlement
17 Agreement) from any and all Released PAGA Claims set forth in the PAGA Settlement
18 Agreement and are hereby permanently barred and enjoined from the institution or prosecution
19 of any and all Released PAGA Claims against the Released Parties.

20 **a. Plaintiff's Release:**

21 Plaintiff and his respective former and present spouses, representatives, agents,
22 attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally,
23 release and discharge Released Parties from all claims, transactions or occurrences, including,
24 but not limited to: all claims that were, or reasonably could have been, alleged, based on the
25 facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release").
26 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
27 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
28 workers' compensation benefits that arose at any time or based on occurrences outside the

1 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
2 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
3 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
4 notwithstanding such different or additional facts or Plaintiff's discovery of them.

5 **b. Plaintiff's Waiver of Rights Under Civil Code Section 1542:**

6 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
7 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
8 reads:

9 A general release does not extend to claims that the creditor or releasing party
10 does not know or suspect to exist in his or her favor at the time of executing the
11 release, and that if known by him or her would have materially affected his or her
12 settlement with the debtor or Released Party.

12 **c. Release by Aggrieved Employees:**

13 All Aggrieved Employees are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors
15 and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period
16 that were alleged, or reasonably could have been alleged, based on the facts stated in the
17 Operative Complaint, and the PAGA Notice, including all PAGA claims pled or that could have
18 been pled in the Operative Complaint pursuant to PAGA, California Labor Code §§ 2698, *et*
19 *seq.*, deriving from and/or based on the facts alleged in the Operative Complaint and/or
20 Plaintiff's PAGA Notice, arising out of or related to services to or work performed for Sedgwick
21 during the PAGA Period upon approval of the settlement, including claims for penalties, interest,
22 attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability
23 pursuant to PAGA, including any penalties based on alleged violations of the IWC Wage Orders
24 or California Labor Code sections 558, 1197.1, 510, 1194, 226.7, 203, and 226. The release
25 shall include Sedgwick and all of its parent, subsidiary, related companies and entities, as well as
26 its/their officers, directors, investors, owners, shareholders, employees, partners, agents, and
27 attorneys, and any entities or partnerships.

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1 **d. Release by PAGA Counsel:**

2 PAGA Counsel release on behalf of their present and former attorneys, employees,
3 agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in
4 connection with the Operative Complaint and the facts stated in the Operative Complaint and the
5 PAGA Notice during the PAGA Period.

6 (3) Plaintiff shall provide Notice of this Order to the LWDA within 10 calendar days
7 after its entry.

8 (4) Neither the Settlement Agreement, nor any terms of the Settlement Agreement,
9 are an admission of liability by the Released Parties, nor is the Court's instant Order a finding of
10 the validity of any claims in the lawsuit or of any wrongdoing by any Released Parties.

11 (5) Without affecting the finality of this Order or the dismissal referenced below, in
12 accordance with California law, including, but not limited to Code of Civil Procedure §664.6,
13 the Court retains jurisdiction of all matters relating to the interpretation, administration,
14 implementation, effectuation and enforcement of this Order and Judgment and the PAGA
15 Settlement Agreement.

16 (6) The case, and all claims therein, are hereby dismissed with prejudice against all
17 parties.

18 (7) This Order and Judgment is intended to be a final disposition of the action in its
19 entirety, and it is intended to be immediately appealable.

20 (8) The parties are ordered to carry out the terms of the settlement in accordance
21 with the terms of the PAGA Settlement Agreement.

22 (9) The Court sets a non-appearance final accounting hearing for _____, 2024,
23 with a compliance status report to be filed at least five days before the hearing.

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1 **JUDGMENT**

2 Judgment shall be entered through the filing of this Order and Judgment. (Code Civ.
3 Proc., § 668.5.) Plaintiff shall take from the operative complaint in this action only the relief set
4 forth in the PAGA Settlement Agreement and this Order and Judgment.

5
6 **IT IS SO ORDERED.**

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8 Date: _____

9 _____
10 Honorable Melissa R. McCormick
11 Judge of the Superior Court
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