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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF ALAMEDA**

TYSON LYKENS, on behalf of himself and  
all other aggrieved employees,

Plaintiff,

vs.

AYA HEALTHCARE SERVICES, INC., a  
Delaware Corporation; and DOES 1 through  
10, Inclusive,

Defendants.

Case No. RG18926616

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Keith Fong

Department 517

**REPRESENTATIVE ACTION**

**[PROPOSED] ORDER GRANTING  
MOTION FOR APPROVAL OF  
PRIVATE ATTORNEYS' GENERAL ACT  
("PAGA") SETTLEMENT;  
FINAL JUDGMENT**

Date: April 8, 2025

Time: 2:30 p.m.

Dept.: 517

Reservation ID: 827016536088

Complaint filed: October 30, 2018

Trial date: August 22, 2022

**FILED**  
Superior Court of California  
County of Alameda

04/08/2025

Clad File, Executive Officer/Clerk of the Court

By:



Deputy

K. Ortega

Pursuant to the Motion For Approval of Private Attorneys' General Act ("PAGA") Settlement submitted by Plaintiff Tyson Lykens ("Motion"), and having considered the Motion, all legal authorities and documents submitted in support, Declarations of PAGA Counsel Jeff Geraci and Jonathan M. Lebe, Plaintiff Tyson Lykens, and Chris Longley on behalf Atticus Administration, LLC, and the PAGA Settlement Agreement ("Agreement"), and good cause appearing, IT IS ORDERED that the Motion is GRANTED, subject to the following orders:

1. The Court approves the Gross Settlement Amount of \$16,000,000.00;

a. The Court orders 75% of the PAGA Fund, \$8,316,075.00 be paid to the California Labor and Workforce Development Agency as PAGA penalties;

b. The Court orders 25% of the PAGA Fund, \$2,772,025.00, be paid to the Aggrieved Employees in pro rata shares based on the number of pay periods worked from August 26, 2017 to December 31, 2024, as PAGA penalties.

2. The Court approves and awards PAGA Counsel, Cohelan, Khoury & Singer and Lebe Law, APLC, attorneys' fees of \$4,800,000.00, and litigation costs of \$42,000.00.

3. The Court approves and awards \$20,000.00 to Plaintiff Tyson Lykens for service as Plaintiff / PAGA representative and in exchange for executing a general release of all claims.

4. The Court approves and awards \$49,900.00 to the Administrator, Atticus Administration, LLC, for expenses incurred in the administration of the Settlement.

5. Defendant shall fund the Gross Settlement Amount by transmitting two payments. The first payment of \$7,683,925.00 shall be transmitted to the Administrator no later than forty-five (45) days of the date this Order is entered, the Effective Date of the Settlement. Defendant shall transmit the second payment of \$8,316,075.00 to the Administrator no later than October 8, 2025.

6. The Administrator shall pay the following from the first payment: \$2,772,025.00 Individual PAGA Payments; \$49,900.00 to itself for Administering the Settlement; \$4,800,000.00 to Plaintiffs' Counsel for Attorneys' Fees; \$20,000.00 Plaintiff General Release Payment; \$42,000.00 for Attorneys Litigation Costs; a total of \$7,683,925.00.

7. The Administrator shall pay the following from the second payment: \$8,316,075.00 to the LWDA.

8. If any Aggrieved Employee fails to negotiate a settlement check for the Individual PAGA Payment within 180 calendar days after mailing, the Administrator shall forward the sum represented by the uncashed checks to *cy pres* recipients the National Employment Law Project (50%) and the San Diego County Bar Foundation (50%).

9. The Parties will bear their own costs and attorneys' fees except as provided by this Court's Order and Judgment awarding PAGA Counsels' attorneys' fees and litigation costs.

10. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the California Labor and Workforce Development Agency within 10 days after entry of the Order and Judgment.

11. A compliance hearing is set for February 3, 2026 at 2:30 P.M. in Department 517, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved.

## JUDGMENT


12. In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure §§ 577 and 904.1(a), and Plaintiff Tyson Lykens and Aggrieved Employees shall take nothing from Defendant Aya Healthcare Services, Inc. (“Defendant”), or any of Defendant’s former and present parent companies, subsidiaries, affiliates, divisions, joint ventures, alleged joint employers, and any clients, facilities or other entities where Aggrieved Employees were placed on assignment, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, investors, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans’ respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals, (“Released Parties”), except as expressly set forth in the Agreement and this Order and Judgment.

13. The Court enters final judgment in accordance with the Agreement and this Order.

1           14. Pursuant to C.C.P section 664.6, the Court shall have and retain continuing  
2 jurisdiction over this action and the Parties and the Aggrieved Employees including after the entry  
3 of this Order and Judgment, to the fullest extent necessary to interpret, enforce and effectuate the  
4 terms and intent of the Agreement and this Order and Judgment.

5 **IT IS SO ORDERED.**

6  
7 Dated:   11 10 2016  

  
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Honorable Keith Fong  
Judge of the Superior Court  
**Keith Fong / Judge**