

FILED
San Diego Superior Court

JUN 05 2026

Clerk of the Superior Court
By: K. Mulligan, Deputy

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8
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 **ASSOCIATED HEALTH WAGE AND**
13 **HOURLY CASES**

14 Coordinated actions:

15 **Sanchez v. Associated Health Professionals,**
16 **Inc.**

17 Superior Court of California, County of San
Diego
Case No. 37-2019-00035374

18 **Napper v. Associated Health Professionals,**
19 **Inc.**

20 Superior Court of California, County of Los
Angeles
Case No. 21STCV09332

21 **Guillory v. Associated Health Professionals,**
22 **Inc.**

23 Superior Court of California, County of San
Bernardino
Case No. CIVSB2210910

24
25 **Guillory v. Associated Health Professionals,**
26 **Inc. (PAGA)**

27 Superior Court of California, County of San
Bernardino
Case No. CIVSB2223523

JUDICIAL COUNCIL COORDINATION
PROCEEDING No. JCCP 5219

(Assigned for all purposes to Judge Blaine K.
Bowman; Dept. C-74)

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT

[IMAGED FILE]

Date: June 5, 2026
Time: 8:30 a.m.
Dept: C-74
Judge: Hon. Blaine K. Bowman

Complaint Filed: March 8, 2021
First Amended Complaint Filed: April 9, 2024
Trial Date: None Set

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on behalf of herself and others similarly situated

1 Plaintiffs Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory's ("Plaintiffs")
2 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary
3 Approval") came before this Court on June 5, 2026. The Court, having considered the proposed Class
4 Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), the proposed Court
5 Approved Notice of Class and PAGA Settlement and Hearing Date for Final Court Approval ("Class
6 Notice"), Plaintiffs' Motion for Preliminary Approval, and all papers filed in support thereof, **HEREBY**
7 **ORDERS THE FOLLOWING:**

8 1. The Court grants preliminary approval of the Settlement and preliminarily finds that:
9 (1) the Settlement is fair and reasonable to the Class when balanced against the possible risks of further
10 litigation, including issues relating to class certification, liability, calculating damages, and potential
11 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
12 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
13 cost, delay, and risk presented by further litigation of the action; and (4) the Settlement was reached after
14 serious, informed, and non-collusive negotiations, which were conducted at arm's length by experienced
15 counsel and overseen by a neutral third-party mediator.

16 2. This Order Granting Plaintiffs' Motion for Preliminary Approval ("Order") incorporates
17 by reference all defined terms set forth in the Settlement Agreement, which is attached as Exhibit 1 to the
18 Declaration of Nathan J. Reese in Support of Plaintiffs' Motion for Preliminary Approval, filed on
19 May 13, 2026.

20 3. The Court preliminarily finds that the terms of the Settlement Agreement appear to be
21 within the range of reasonableness of a settlement that could ultimately be given final approval by this
22 Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
23 and preliminarily finds that the monetary settlement awards made available to all Settlement Class
24 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
25 litigation relating to liability and damages issues.

26 4. The Court hereby conditionally certifies the following Class for settlement purposes only:

27 Settlement Class: All non-exempt employees who were employed by and
28 staffed by Defendant during the period of March 8, 2017 through
February 6, 2026.

1 5. The Court preliminarily approves the appointment of Plaintiffs Lisa Napper,
2 Queensly Asemota, Liliana Sanchez, and Brittani Guillory as the Class Representatives.

3 6. The Court preliminarily approves the appointment of Plaintiffs' counsel, Nathan J. Reese
4 and Samara A. Bahu of ARCH Legal, P.C.; Kashif Haque, Samuel A. Wong, Jessica L. Campbell and
5 Joseph M. Szilagyi of Aegis Law Firm, PC; and Joseph Lawi, Vincent C. Granberry, and James Clark of
6 Lavi & Ebrahimi, LLP as Class Counsel. Class Counsel is authorized to act on behalf of Class Members
7 with respect to all acts or consents required by, or which may be given pursuant to, the Settlement
8 Agreement, and such other acts reasonably necessary to consummate the Settlement Agreement. Any
9 Class Member may enter an appearance through counsel of such individual's own choosing and at such
10 individual's own expense. Any Class Member who does not enter an appearance or appear on his or her
11 own will be represented by Class Counsel.

12 7. The Court preliminarily approves the definition and disposition of the Gross Settlement
13 Amount of \$1,250,000.00, on a non-reversionary basis, which is inclusive of: (1) the Individual Class
14 Payments; (2) the PAGA Penalties payment of \$75,000.00 (75% of which will be paid to the LWDA, and
15 25% of which will be distributed to Aggrieved Employees); (3) Class Counsel's Fees in an amount equal
16 to 40% of the Gross Settlement Amount, or \$500,000.00; (4) Class Counsel's Litigation Expenses in an
17 amount not to exceed \$132,000.00; (5) the Class Representative Service Awards in the amount of
18 \$40,000.00 (\$10,000.00 to each Plaintiff); and (6) the Administration Expenses Payment not to exceed
19 \$15,450.00.

20 8. Uncashed checks shall escheat to the State of California and shall be sent by the
21 Administrator to the State Controller's Office, Unclaimed Property Division in the name of the Class
22 Member.

23 9. The Court approves the form and content of the Class Notice, in substantially the form
24 attached as Exhibit A to the Parties' Settlement Agreement, and finds that the proposed method of
25 disseminating the Class Notice to the Class meets all the due process requirements, provides the best
26 notice practicable under the circumstance, and constitutes due and sufficient notice to all Class Members.

27 10. The Court approves the retention of Apex Class Action LLC ("Apex" or the
28 "Administrator") to serve as the Settlement Administrator, and hereby directs Apex to provide the

approved Class Notice to the Class and administer the Settlement in accordance with the procedures described in the Settlement Agreement and the schedule set forth below in this Order.

11. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole or in part by the Court or any appellate court and/or other court of review, is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of the commencement of the litigation.

12. The Court orders the following implementation schedule for further proceedings:

<u>EVENT</u>	<u>DATE</u>
Preliminary Approval Date	June 5, 2026
Deadline for Defendant to provide the Administrator with the Class Data	Within fourteen (14) calendar days after the Court grants Preliminary Approval
Deadline for Administrator to mail the Class Notice to Settlement Class Members	Within ten (10) business days after receiving the Class Data
Deadline for Settlement Class Members to submit any objections to the Settlement or requests for exclusion from the Settlement	Forty-five (45) calendar days from the date the Administrator mails the Class Notice (plus an additional 14 calendar days for Settlement Class Members whose Class Notice is re-mailed)
Deadline for the Administrator to provide a declaration attesting to the completion of the Class Notice process and the number of valid requests for exclusion and/or objections	Fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval
Final Approval Hearing	September 24, 2026, at 8:30 a.m., or _____ _____ _____ _____

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1 13. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
2 and all dates provided for in the Settlement without further notice to the Class and retains jurisdiction to
3 consider all further applications arising out of or connected with the proposed Settlement. If the Final
4 Approval Hearing is continued in any way, however, Class Counsel and/or the Administrator shall provide
5 notice of the continued hearing to any objector or their counsel.

6 **IT IS SO ORDERED.**

7
8 Dated: 6-5-26


Hon. Blaine K. Bowman
Judge of the Superior Court