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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARISELA MEZA, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiffs,

v.

ARGUS MANAGEMENT COMPANY, LLC, a
California Limited Liability Company;
PROHEALTH PARTNERS, A MEDICAL
GROUP, INC., a California corporation, and
DOES 1 through 10, inclusive,

Defendants

Case No. 21STCV31612

CLASS & REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Yvette M.
Palazuelos, Dept. 9]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 2, 2024

Time: 10:00 a.m.

Dept.: 9

1 On or around December 5, 2023, this Court issued an Order Granting Preliminary Approval
2 of Class Action Settlement. Plaintiff Marisela Meza (“Plaintiff”) now seeks an order granting final
3 approval of the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement”),
4 attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final Approval
5 of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and
7 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
9 had herein, and the absence of any written objections received regarding the proposed settlement,
10 and having reviewed the record in this action, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
15 Settlement Class Members, and Defendants Argus Management Company, LLC and ProHealth
16 Partners, a Medical Group, Inc. (collectively, “Defendants”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
20 Agreement between Plaintiff and Defendants, attached to the Declaration of Justin F. Marquez in
21 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and
24 enhancements as set forth below.

25 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
26 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
27 from all Released Claims as defined in the Settlement.

28 6. All Participating Class Members, on behalf of themselves and their respective

1 former and present representatives, agents, attorneys, heirs, administrators, successors, and
2 assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
3 been alleged, based on the Class Period facts stated in the Operative Complaint, including any and
4 all claims involving any recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code
5 §§ 204, 1194, 1194.2, 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§
6 226.7, 512), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all
7 wages due at separation (Cal. Lab. Code §§ 201-203), failure to reimburse business expenses (Cal.
8 Lab. Code § 2802), and violation of Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200,
9 *et seq.*).

10 7. All Participating and Non-Participating Class Members who are Aggrieved
11 Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, heirs, administrators,
13 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged,
14 or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
15 PAGA Notice, including any and all claims involving any alleged failure to pay minimum wages or
16 overtime, failure to provide meal and rest periods, failure to provide accurate wage statements, failure
17 to pay all wages due at separation, and failure to reimburse business expenses, including Labor Code
18 sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7,
19 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802,
20 2810.5 during the PAGA Period. Aggrieved Employees only release these claims for the duration
21 of the PAGA Period.

22 8. As of the Effective Date, all members of the Settlement Class, except those that made
23 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
24 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
25 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
26 Member has submitted a valid request for exclusion from the proposed Settlement.

27 9. The Parties shall bear their own respective attorneys' fees and costs, except as
28 otherwise provided for in the Settlement and approved by the Court.

1 10. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class: “all persons employed by Defendants in California and classified as a non-exempt
3 or hourly-paid employee who worked for Defendants during the Class Period.”

4 11. The Class Period means the period from August 26, 2017 to March 23, 2023.

5 12. No Class Members have objected to the terms of the Settlement.

6 13. The Notice provided to the Class conforms with the requirements of California Rules
7 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
8 providing individual notice to all Class Members who could be identified through reasonable effort,
9 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
10 the Class Members. The Notice fully satisfies the requirements of due process.

11 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
12 methodology used to calculate and pay each Participating Class Member’s Net Settlement Payment
13 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
14 Payments to the Participating Class Members in accordance with the terms of the Settlement.

15 15. Defendants shall pay a total of \$1,750,000.00 to resolve this litigation and to
16 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class
17 payments.

18 16. From the Gross Settlement Amount, \$37,500.00 shall be paid to the California Labor
19 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
20 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
21 2004, California Labor Code section 2698, *et seq.*

22 17. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff for her
23 service as class representatives and for her agreement to release claims.

24 18. From the Gross Settlement Amount, \$20,000.00 shall be paid to the Settlement
25 Administrator, Apex Class Action, LLC (“Apex”).

26 19. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
27 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

28 20. From the Gross Settlement Amount, Class Counsel is awarded \$583,333.33 for their

1 reasonable attorneys' fees and \$20,893.64 for their reasonable costs incurred in the Action. The fees
2 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
3 the fees are reasonable in light of the benefit provided to the Class.

4 21. Notice of entry of this Final Approval Order and Judgment shall be given to Class
5 Members by posting a copy of the Final Approval Order and the Judgment on Apex's website for a
6 period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
7 Judgment.

8 22. Without affecting the finality of this Order in any way, this Court retains continuing
9 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
10 to all Parties to this action, and their counsel of record.

11 23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
12 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

13 **IT IS SO ORDERED.**

14
15 DATE:

16 Hon Yvette M. Palazuelos
17 Los Angeles County Superior Court
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PROOF OF SERVICE

Meza v. Argus Management Company, et al.
21STCV31612

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Jorge Grimaldy, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is jgrimaldy@wilshirelawfirm.com.

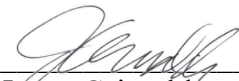
On April 2, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Ian Chuang
ianchuang@maddenjones.com
MADDEN, JONES, COLE & JOHNSON
3010 Old Ranch Parkway, Suite 450
Seal Beach, California 90740
Telephone: (949) 441-4495
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Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on April 2, 2024, at Los Angeles, California.



Jorge Grimaldy