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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MIREYA ARTEAGA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

ARCH HEALTH PARTNERS, an unknown
business entity; PACIFIC ACCOUNTABLE
MANAGEMENT, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2019-00041863-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: April 21, 2023
Time: 1:00 p.m.
Department: C-72

Complaint Filed: August 9, 2019
FAC Filed: November 17, 2022
Trial Date: None Set

1 This matter has come before the Honorable Timothy Taylor in Department C-72 of the above-
2 entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff Joseph
3 Ocasio's ("Plaintiff") Motion for Final Approval of Class Action Settlement ("Motion for Final
4 Approval") and Motion for Attorneys' Fees and Costs, and Enhancement Payment ("Motion for
5 Fees"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Fisher & Phillips LLP appeared
6 on behalf of Defendants The Arch Health Partners, Inc. and Pacific Accountable Management, LLC
7 (together, "Defendants").

8 On November 18, 2022, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of
10 the above-entitled action ("Action") in accordance with the Joint Stipulation of Class Action and
11 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which, together with
12 the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
14 argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil Procedure
21 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class
22 and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for
23 settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to
24 include:

25 All individuals who are or were employed by Defendants as non-exempt employees
26 in California during the period from August 9, 2015 to July 15, 2022 ("Class" or
27 "Class Members").

28 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the Class

1 Members, fully and accurately informed the Class Members of all material elements of the Settlement
2 and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the
3 Class Settlement; was the best notice practicable under the circumstances; was valid, due, and
4 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
5 the United States Constitution, due process and other applicable law. The Class Notice fairly and
6 adequately described the Settlement and provided the Class Members with adequate instructions and
7 a variety of means to obtain additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful discovery and
11 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result
12 of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms
13 of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
14 considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s
15 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
16 litigation; the amount offered in the Settlement; the extent of investigation and discovery completed;
17 and the experience and views of Class Counsel. The Court has further considered the absence of
18 objections to the Settlement submitted by Class Members. Accordingly, the Court hereby directs that
19 the Settlement be affected in accordance with the Settlement Agreement and the following terms and
20 conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the Final
22 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
23 The Class Members also have had a full and fair opportunity to exclude themselves from the
24 Settlement and release of Released Class Claims. Accordingly, the Court determines that all Class
25 Members who do not timely and valid Request for Exclusion (“Settlement Class Member”) are bound
26 by the Settlement and by this order and judgment (“Final Approval Order and Judgment”) and the
27 State of California and all current and former hourly-paid or non-exempt employees who worked for
28 Defendants within the State of California at any time during the PAGA Period (“PAGA Aggrieved

1 Employees”) are bound by the Settlement and this Final Approval Order and Judgment as they relate
2 to claims under the California Private Attorneys' General Act that accrued during the PAGA Period
3 and are encompassed within the Released Claims.

4 7. The Court finds that one (1) Class Member has timely and validly opted out of the
5 Settlement and will not be bound by this Final Approval Order and Judgment

6 8. The Court finds that payment of Settlement Administration Costs in the amount of
7 \$13,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
8 notice and settlement administration process. It is hereby ordered that the Settlement Administrator,
9 Simpluris, Inc., shall issue payment to itself in the amount of \$13,000.00, in accordance with the
10 terms and methodology set forth in Settlement Agreement.

11 9. The Court finds that the allocation for the total amount of Two Hundred Fifty
12 Thousand Dollars (\$250,000.00), which is designated and allocated as penalties under the California
13 Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and
14 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
15 amount of \$187,500.00 to the California Labor and Workforce Development Agency, and the amount
16 of \$62,500.00 to the PAGA Aggrieved Employees, in accordance with the terms and methodology
17 set forth in the Settlement Agreement.

18 10. The Court hereby enters Judgment by which Settlement Class Members shall be
19 conclusively determined, as of the Effective Date and Defendant’s full funding of the Gross
20 Settlement Amount, to have given a release of any and all Released Claims against the Released
21 Parties, and all PAGA Aggrieved Employees and the State of California shall be conclusively
22 determined, as of the Effective Date and Defendant’s full funding of the Maximum Settlement
23 Amount, to have given a release of any and all claims under the California Private Attorneys' General
24 Act that accrued during the PAGA Period and are encompassed within the Released Claims against
25 the Released Parties, as set forth in the Settlement Agreement and Class Notice.

26 11. It is hereby ordered that within fifteen (15) calendar days of the Effective Date, the
27 Settlement Administrator will establish a qualified settlement account for administration of the
28 Settlement and Defendant will make a deposit of one-half the Gross Settlement Amount (i.e.,

1 \$1,625,000) and one-half of the employer's share of payroll taxes ("First Installment"), into the
2 qualified settlement account established by the Settlement Administrator.

3 12. It is hereby ordered that within the later of nine (9) months of the First Installment due
4 date, Defendant will make a deposit of the remaining half the Gross Settlement Amount (i.e.,
5 \$1,625,000) and the remaining half of the employer's share of payroll taxes ("Second Installment"),
6 into the qualified settlement account established by the Settlement Administrator.

7 13. It is hereby ordered that within fifteen (15) calendar days after Defendant funds the
8 Second Installment, the Settlement Administrator will issue Individual Settlement Payments to
9 Settlement Class Members and Individual PAGA Payments to the PAGA Aggrieved Employees,
10 according to the methodology and terms set forth in the Settlement Agreement.

11 14. After entry of this Final Approval Order and Judgment, pursuant to California Rules
12 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
13 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve
14 any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
15 arising from or in connection with the distribution of settlement benefits.

16 15. Notice of entry of this Final Approval Order and Judgment shall be given to the
17 Settlement Class Members and PAGA Aggrieved Employees by posting a copy of the Final Approval
18 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
19 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice
20 is not required.

21
22 Dated: _____

HONORABLE TIMOTHY TAYLOR
JUDGE OF THE SUPERIOR COURT