

FILED
Clerk of the Superior Court

SEP 4 2026

By: A. Wagoner

Christina M. Lucio (SBN 253677)
christina@emplawllp.com
Mitchell J. Murray (SBN 285691)
mitchell@emplawllp.com
Nicholas W. Schieffelin (SBN 302329)
nick@emplawllp.com
EMPLAW, LLP
2235 Encinitas Boulevard, Suite 210
Encinitas, California 92024
Telephone: (760) 942-9433

Attorneys for Plaintiff ADINA ACOSTA-VAZQUEZ, individually,
and on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, NORTH COUNTY BRANCH

ADINA ACOSTA-VAZQUEZ, individually,
and on behalf of herself and all others
similarly situated,

Plaintiff,

v.

METIS PRACTICE SOLUTIONS, LLC, a
California limited liability company;
SMARTCAREMD PRACTICE
MANAGEMENT, LLC, entity unknown;
GRAYBILL MEDICAL GROUP, INC., a
California corporation; SHARP
COMMUNITY MEDICAL GROUP, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 25CU031617N

Hon. William Y. Wood
Dept.: N-29

**[PROPOSED] PAGA SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Date: September 4, 2026
Time: 1:30 P.M.
Dept: N-29

Complaint Filed: June 16, 2025
Trial Date: None Set

1 **SETTLEMENT APPROVAL ORDER AND JUDGMENT**

2 This matter came before the Court on the motion for approval of the Parties' Private
3 Attorneys General Act Settlement Agreement ("Settlement" or "Settlement Agreement") filed by
4 Plaintiff Adina Acosta-Vazquez ("Plaintiff"). Plaintiff filed his motion pursuant to the California
5 Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* ("PAGA"). The
6 Court, having reviewed the Settlement, the supporting papers, and the arguments of counsel, finds
7 that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and
8 reasonable.

9 Accordingly, the Court hereby ORDERS, ADJUDGES, AND DECREES as follows:

10 1. The Court has jurisdiction over the subject matter of this Action and over all Parties
11 to the Action.

12 2. This Approval Order incorporates the terms of the Settlement Agreement entered
13 into by Plaintiff, acting on behalf of herself, the State of California, and Aggrieved Employees,
14 and Defendants Metis Practice Solutions, LLC, SmartCareMD Practice Management, LLC,
15 Graybill Medical Group, Inc., and Sharp Community Medical Group, Inc. (collectively,
16 "Defendants") on behalf of themselves and the Released Parties. Unless otherwise specified, all
17 capitalized terms in this Order shall have the meaning as defined in the Settlement Agreement.

18 3. The Court finds that Plaintiff notified the California Labor and Workforce
19 Development Agency ("LWDA") of the Settlement at the time the motion for approval was filed,
20 as required under the California Labor Code ("Labor Code") § 2699(1)(2). The Court has received
21 no objection or comment from the LWDA regarding the Settlement.

22 4. The Court finds that the Settlement is the product of serious, informed, and non-
23 collusive, arm's-length negotiations. After considering the nature of the claims, the risks of
24 continued litigation, the procedural history of the Action, the terms of the Settlement, and the
25 allocation of the settlement proceeds between the LWDA and the Aggrieved Employees, the Court
26 finds that the Settlement resolves a bona fide dispute and is fair, adequate, and reasonable under
27 the PAGA. The Court therefore approves the Settlement and directs the Parties to carry out its
28

1 terms.

2 5. Defendants shall not be required to pay any additional amounts to settle the Action
3 beyond the Gross Settlement Amount of \$242,000, subject to the escalator provision of Settlement
4 Agreement ¶ 16, as set forth in the Settlement Agreement.

5 6. The Court approves a PAGA Counsel Fees Payment of \$80,666.67 to EmpLaw,
6 LLP, to be paid from the Gross Settlement Amount as full compensation for all attorneys' fees
7 incurred or to be incurred in connection with the Actions, and the implementation of the
8 Settlement.

9 7. The Court approves a PAGA Counsel Litigation Expenses Payment of \$16,000.00
10 to EmpLaw, LLP, to be paid from the Gross Settlement Amount as full reimbursement of actual,
11 out-of-pocket litigation costs reasonably incurred in the prosecution and resolution of the Action.

12 8. The Court appoints Xpand Legal Consulting LLC as the Settlement Administrator
13 and approves an Administration Expenses Payment of \$3,500.00 to be paid from the Gross
14 Settlement Amount, as reasonable and necessary to administer the Settlement.

15 9. The remaining PAGA Penalties, totaling \$141,833.33, shall be allocated as follows:
16 65% (\$92,191.66) to the LWDA; and 35% (\$49,641.67) to the Aggrieved Employees, to be
17 distributed pro rata in Individual PAGA Payments based on the number of PAGA Pay Periods
18 worked during the PAGA Period, as set forth in the Settlement Agreement.

19 10. Upon Defendants' full funding of the Gross Settlement Amount, the releases set
20 forth in the Settlement Agreement shall become effective and binding on the Parties, including the
21 releases of claims as to Plaintiff, Aggrieved Employees, the LWDA and State of California, and
22 the release by PAGA Counsel.

23 11. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
24 and cancelled after the void date, the Administrator shall transmit the funds represented by such
25 checks to the California Controller's Unclaimed Property Fund in the name of the PAGA
26 Settlement Group Member.

27 12. Neither this Order, the Judgment, the PAGA approval papers, the exhibits thereto,
28

1 the Settlement Agreement, nor any exhibit, document, statement, proceeding or conduct related
2 to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be construed
3 as shall be construed as an admission, indication, or concession of liability or wrongdoing by
4 Defendants or the Released Parties, or that the claims asserted have merit or that this Action was
5 properly brought as a representative action. The Settlement is entered into solely for the purpose
6 of compromise and resolution. This Order and Judgment shall not be used or admissible in any
7 other proceeding, except as necessary to enforce its terms or to support defenses such as *res*
8 *judicata* or release. In the event the Settlement does not become effective in accordance with the
9 terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated,
10 canceled or fails to become effective for any reason, this Order shall be rendered null and void,
11 and the Parties shall revert to their respective positions as of before entering into the Settlement,
12 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
13 including all available defenses and affirmative defenses. In such an event, the Court's orders
14 regarding the Settlement, including this PAGA Approval Order, shall not be used or referred to
15 in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
16 Settlement Agreement with respect to the effect of the Settlement if it is not approved.

17 13. The Court reserves continuing jurisdiction over the implementation, enforcement,
18 interpretation, and administration of the Settlement Agreement, this Order, and the Judgment
19 pursuant to Code of Civil Procedure § 664.6.

20 14. Within ten (10) days of entry of this Order and Judgment, Plaintiff shall submit a
21 copy to the LWDA, as required by Labor Code § 2699(1)(3).

22 15. The Court hereby enters final judgment in this Action pursuant to the terms of the
23 Settlement Agreement and this Order.

24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25 DATED: 9/4/26



HON. WILLIAM Y. WOOD
JUDGE OF THE SUPERIOR
COURT