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

MARIA TREJO, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

CHOICE HEALTH SYSTEMS, INC., an entity;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CU019700C

*[Assigned for all purposes to the Hon. Euketa
Oliver, Dept. C-75]*

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

Preliminary Approval Hearing:

Date: April 9, 2027

Time: 10:00 a.m.

Dept.: C-75

Complaint filed: October 28, 2024

FAC filed: April 13, 2026

Trial date: None set

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Maria Trejo's ("Plaintiff") unopposed Motion for Preliminary
3 Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of Thiago M. Coelho,
4 Plaintiff's Declaration, and the Class Action and PAGA Settlement Agreement ("Agreement"), and
5 good cause appearing, the Court finds and **ORDERS** as follows:

6 1. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate,
7 and reasonable and therefore meets the requirements for preliminary approval. The Court grants
8 preliminary approval of the Settlement and the Class based on the terms set forth in the Agreement
9 between Plaintiff and Defendant Care Choice Health Systems, Inc. ("Defendant"), originally named
10 in error as Choice Health Systems, Inc. A true and correct copy of the Agreement is attached to the
11 Declaration of Thiago M. Coelho in Support of Plaintiff's Motion as **Exhibit 2**. A true and correct
12 copy of the Notice of Class Action and PAGA Settlement ("Class Notice") is attached thereto as
13 **Exhibit A**.

14 2. The Settlement falls within the range of reasonableness of a settlement that could
15 ultimately be given final approval by this Court, and appears to be presumptively valid, subject only
16 to any objections that may be raised at the Final Approval Hearing and final approval by this Court.
17 The Court notes that Defendant has agreed to create a common fund of \$318,800.00 ("Gross
18 Settlement Amount") to cover: a) Individual Class Payments to Class Members who do not validly
19 opt out ("Participating Class Members"); b) PAGA Penalties in the amount of \$20,000.00, pursuant
20 to the Private Attorneys General Act ("PAGA"), Lab. Code § 2698, *et seq.*, allocated 65%
21 (\$13,000.00) to California's Labor and Workforce Development Agency ("LWDA") and 35%
22 (\$7,000.00) to Aggrieved Employees; c) a Class Representative Service Payment to Plaintiff, not to
23 exceed \$10,000.00; d) Class Counsel Fees, not to exceed one third (1/3) of the Gross Settlement
24 Amount (currently estimated to be \$106,266.67); e) Class Counsel Litigation Expenses, not to exceed
25 \$19,000.00 for reasonable litigation expenses incurred; and f) Administration Costs, not to exceed
26 \$12,500.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within the
28 range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable

1 law. The Court finds on a preliminary basis that: 1) the Settlement amount is fair and reasonable to
2 the Class Members when balanced against the probable outcome of further litigation relating to class
3 certification, liability and damages, and potential appeals; 2) significant informal discovery,
4 investigation, research, and litigation have been conducted such that counsel for the Parties at this
5 time are able to reasonably evaluate their respective positions; 3) settlement at this time will avoid
6 substantial costs, delay, and risks that would be presented by the further litigation; and 4) the
7 proposed Settlement has been reached as the result of adversarial, arm's-length negotiations between
8 the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
9 preliminarily finds that the Agreement was entered into in good faith.

10 4. A final approval hearing on whether the proposed Settlement, including Class
11 Counsel attorneys' fees and costs, the PAGA Penalties to settle all PAGA claims, and the Class
12 Representative Service Payment, should be finally approved as fair, adequate, and reasonable as to
13 the Class is hereby set in accordance with the Implementation Schedule set forth below.

14 5. The Court conditionally certifies a settlement Class of all current and former hourly,
15 non-exempt employees who were employed by Defendant, either directly or through any
16 predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization,
17 in the State of California during the Class Period.

18 6. "Class Period" means the period from October 28, 2020, through June 13, 2026.

19 7. "Aggrieved Employees" means all current and former hourly, non-exempt employees
20 employed by Defendant in the State of California during the PAGA Period.

21 8. "PAGA Period" means the period from January 21, 2025, through June 13, 2026.

22 9. The Court finds that the Class meets the requirements for certification under
23 California Code of Civil Procedure § 382 for purposes of settlement in that: 1) Class Members are
24 so numerous that joinder is impractical; 2) the Class is ascertainable because it is defined by objective
25 criteria, including the employing entity, employment classification, location of employment, and
26 dates of employment; 3) there are questions of law and fact that are common, or of general interest,
27 to all Class Members, and predominate over individual issues; 4) Plaintiff's claims are typical of
28 Class Members' claims; 5) Plaintiff and Class Counsel will fairly and adequately protect the interests

of the Class; and 6) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

10. The Court appoints Plaintiff as Class Representative for purposes of settlement and preliminarily approves the request for a Class Representative Service Payment not to exceed \$10,000.00.

11. The Court appoints Wilshire Law Firm, PLC as Class Counsel for purposes of settlement and preliminarily approves the request for Class Counsel Fees not to exceed one third (1/3) of the Gross Settlement Amount (currently \$106,266.67), and Class Counsel Litigation Expenses not to exceed \$19,000.00.

12. The Court appoints Phoenix Settlement Administrators as the Administrator with reasonable administration costs not to exceed \$12,500.00.

13. The Court approves, as to form and content, the Class Notice attached to the Agreement as Exhibit A. The Court finds on a preliminary basis that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Agreement.

15. Any Participating Class Member may object to the Settlement.

16. The Court orders the following Implementation Schedule:

Event	Timing
Class Data: Last day for Defendant to provide Class Data to Administrator	5 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	7 days after receipt of the Class Data

Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections, and Workweek challenges	60 days after Class Notice is mailed by the Administrator (plus 14 days for Class Members whose Class Notice was re-mailed)
Filing Deadline: Last day to file Plaintiff's Motion for Final Approval	18 court days before the Final Approval Hearing
Final Approval Hearing	August 6, 2027 , at 10:00 a.m. in Dept. C-75 of the above-captioned court

17. The Court **ORDERS** further that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

18. _____

 _____.

IT IS SO ORDERED.

Dated: _____

 HON. EUKETA OLIVER
 JUDGE OF THE SUPERIOR COURT