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Attorneys for Plaintiffs and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

VERONICA CORREIA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

OMNI FAMILY HEALTH, a California non-profit corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. BCV24100740

[Assigned for all purposes to the Honorable Thomas S. Clark, Dept. 17]

[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA CODE § 2698 ET SEQ.

Date:	November 10, 2026
Time:	8:30 a.m.
Dept.:	17
Action Filed:	March 1, 2024
Trial Date:	None Set

On November 10, 2026, at 8:30 a.m. in Department 17, Plaintiff Veronica Correia's ("Plaintiff") unopposed Motion for Approval of PAGA Settlement Agreement ("Settlement Agreement") entered into by and between Plaintiff and Defendant Omni Family Health ("Defendant"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via her counsel ("PAGA Counsel") and counsel also appeared for Defendant.

The Court, having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and the records and files in this action, and good cause appearing, hereby ORDERS that Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. PAGA Group Members are defined as "all persons employed by Defendant in the State of California as hourly, non-exempt employees who during the PAGA Period earned overtime wages and/or sick pay in the same period in which a quarterly bonus was paid." The PAGA Period is October 26, 2022 through and including February 21, 2025.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is $175,000.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the PAGA Group Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the

notice requirements of California Labor Code § 2699.

5. Upon Defendant's payment of the Gross Settlement Amount, Plaintiff, PAGA Group Members, the State of California, and the LWDA are deemed to release the Released PAGA Claims against the Released Parties.

6. The term "Released Parties" means "Defendant and each of its past, present, and future parents, subsidiaries, affiliated and related entities, and each of their respective current and former officers, directors, employees, members, managers, shareholders, agents, attorneys, insurers, employee benefit plans, and each of their respective predecessors, successors, and assigns."

7. The term "Released PAGA Claims" means "[a]ll claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, et. seq. that were or could have been alleged in the Action and/or PAGA Notice based upon the allegations, facts, legal theories, or causes of action alleged in the Action and/or PAGA Notice, including, but not limited to claims for relief for civil penalties for (1) violation of Labor Code§§ 510,558, 1194, 1197, and 1197.1; (2) violation of Labor Code §§ 201, 202, and 203; (3) violation of Labor Code § 226(a); (4) violation of Labor Code§§ 2698, et seq.; (5) claims that could have been sought by the State of California Labor Commissioner for the violations of Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1 identified in the Action and/or the PAGA Notice; (6) claims for equitable relief or liquidated damages for the violations of Labor Code sections 201, 202, 203, 226(a), 246, 510, 558, 1194, 1197, and 1197.1 identified in the Action and/or the PAGA Notice; (7) any other benefit claimed on account of the allegations asserted in the operative Complaint; and (8) any and all other related claims for attorneys' fees, costs, expenses, and/or interest with respect hereto or resulting from the foregoing. The Released PAGA Claims are limited to the PAGA Period."

8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant, or any of the other Released Parties. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendant denies all liability in the Action. Representative treatment of the PAGA Group Members also is for settlement purposes

only.

9. Pursuant to the terms of the Settlement, the Court approves Diversity Law Group, P.C., and Frontier Law Center as PAGA Counsel for settlement purposes.

10. Pursuant to the terms of the Settlement, the Court awards attorneys' fees to PAGA Counsel in the total amount of **$61,250.00** ("PAGA Counsel Fees"), to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Actions.

11. Pursuant to the terms of the Settlement, the Court awards litigation costs to PAGA Counsel in the amount of **$16,144.24** ("PAGA Counsel Expenses"), to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Actions.

12. Pursuant to the terms of the Settlement, the Court awards Plaintiff an individual Service Award in the amount of **$5,000.00**, to be paid out of the Gross Settlement Amount.

13. The Court appoints Phoenix Settlement Administrators ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **$6,995.00** to Phoenix as compensation for its fees and costs in administering this Settlement ("Administration Expenses"). This amount is to be paid out of the Gross Settlement Amount.

14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **$85,610.76** shall be allocated as follows: 75% **($64,208.07**) will be paid to the LWDA and the remaining 25% **($21,402.69)** will be paid to the PAGA Group Members pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

15. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to

California Code of Civil Procedure Section 664.6.

17. The Court hereby enters judgment of the entire Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement. This Order shall have full equitable and collateral estoppel and res judicata effect and be final and binding upon Plaintiff, the LWDA, and the PAGA Group Members regarding the Released PAGA Claims.

18. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

19. As the Judgment is consistent with the terms of the Settlement Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another individual or entity who is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under the Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

20. A Final Accounting Hearing is set for _____, 2027 at _____. The Settlement Administrator is to file a declaration no later than five court days in advance regarding the status of the distribution including total funds distributed to the PAGA Group Members, total number and dollar value of checks cashed, and total number and dollar value of checks not cashed.

IT IS SO ORDERED.

DATED: _____, 2026

_____
Hon. Thomas S. Clark
Judge of the Superior Court