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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN MATEO**

11 TERRA PARKER, individually, on behalf of all
12 others similarly situated, and on behalf of the
13 State of California and other aggrieved persons,

14 *Plaintiff,*

15 v.

16 LYRA HEALTH, INC., a corporation; and
17 DOES 1 through 10, inclusive,

18 *Defendants.*

Case No. 23-CIV-06178

Assigned for all purposes to:
Hon. Michael L. Mau
Dept. 20

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

PRELIMINARY APPROVAL HEARING

Date: May 15, 2026
Time: 2:00 p.m.
Dept: 20

1 The Court has before it Plaintiff Terra Parker's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action and PAGA Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement, the Declaration of Arrash T. Fattahi, the Joint
4 Stipulation Class and PAGA Representative Action Settlement and Release (which is referred
5 to here as the "Settlement Agreement"), and good cause appearing, the Court hereby finds and
6 orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and defendant Lyra Health,
11 Inc. ("Defendant," and together with Plaintiff, the "Parties"), attached to the Declaration of
12 Arrash T. Fattahi in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
13 PAGA Settlement as **Exhibit 3**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$450,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
19 a \$30,000.00 allocation toward civil penalties under the Private Attorneys General Act
20 ("PAGA"), with 75% of which (\$22,500.00) being paid to the State of California, Labor &
21 Workforce Development Agency ("LWDA") and 25% (\$7,500.00) being paid to eligible
22 Aggrieved Employees; (c) Class/PAGA Representative Enhancement Payment of up to
23 \$10,000.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed thirty-five percent
24 (35%) of the Gross Fund (\$157,500.00), and up to \$25,000.00 in costs for actual litigation
25 expenses incurred by Class Counsel; and (e) Settlement Administration Costs of \$6,000.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under the PAGA, and the Class/PAGA Representative Enhancement
13 Payment should be finally approved as fair, reasonable and adequate as to the members of the
14 Class is hereby set in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "all persons who worked for any Defendant in California as an hourly,
17 non-exempt employee at any time during the period beginning four years before the filing of
18 the initial complaint on December 29, 2023—i.e., December 29, 2019, through February 10,
19 2025, or pursuant to the provisions of Paragraph 55 [of the Settlement Agreement]."

20 6. "Class Settlement Covered Period" or "Class Period" means the period from
21 December 29, 2019, through February 10, 2025, or pursuant to the provisions of Paragraph 55
22 [of the Settlement Agreement].

23 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
24 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
25 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
26 of law and fact that are common, or of general interest, to all Settlement Class Members, which
27 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
28 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect

the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Terra Parker. The Court further preliminarily approves Plaintiff's ability to request a Class/PAGA Representative Enhancement Payment up to \$10,000.00.

9. The Court appoints, for settlement purposes only, Arrash T. Fattahi, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to thirty-five percent (35%) of the Gross Fund (\$157,500.00), and costs not to exceed \$25,000.00.

10. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") as the Settlement Administrator with reasonable administration costs estimated to be \$6,000.00.

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

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

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14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	Within 30 calendar days after the Court grants Preliminary Approval of the Settlement (Settlement Agreement, ¶ 5.)
Settlement Administrator to mail the Notice Packets	Within 14 calendar days after receipt of the Class List from Defendant (Settlement Agreement, ¶ 49.)
Response Deadline	45 calendar days after Notice is mailed out by the Settlement Administrator (Settlement Agreement, ¶ 34.)
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class/PAGA Representative Enhancement Payment to Plaintiff	16 court days before the calendared Final Approval Hearing
Final Approval Hearing	_____, 2026 at _____ a.m./p.m. (suggested October 9, 2026 at 2:00 p.m., or as soon thereafter as may be heard by this Court.)

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

IT IS SO ORDERED.

DATE:

Hon. Michael L. Mau
San Mateo County Superior Court