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on behalf of himself and all others similarly situated  
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE**

11 ERIC KINGERY individually and on behalf  
of all others similarly situated,

12 Plaintiff,

13 v.  
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15 ACERA HEALTH, LLC; a Delaware  
Limited Liability Company; and DOES 1  
through 20, INCLUSIVE.

16 Defendants.  
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Case No.: 30-2024-01402619-CU-OECXC

CLASS AND PAGA ACTION

[Assigned For All Purposes To:  
Hon. Layne H. Melzer]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: January 22, 2026

Time: 2:00 p.m.

Dept: CX102

Reservation #: 74637845

Complaint filed: May 28, 2024

Trial date: Not set

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**PROPOSED ORDER**

On January 22, 2026, the Court conducted a hearing on Plaintiff's Motion For Preliminary Approval of Class Action and PAGA Settlement (the "Motion"). The Court, having read and considered the papers filed in support of Plaintiff's Motion For Preliminary Approval of Class Action and PAGA Settlement, the proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"), and other documents, having considered the arguments of counsel, and good cause appearing therefore, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following finding and orders:

1. This Order incorporates by reference the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or the "Settlement"), which is attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiffs' Motion For Preliminary Approval of Class Action and PAGA Settlement filed on August 18, 2025, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement.

2. The Class Action and PAGA Settlement Agreement (the "Settlement Agreement") between Plaintiff Eric Kingery ("Plaintiff") and Defendant Acera Health, LLC ("Defendant") is preliminarily approved as the terms of the Settlement Agreement fall within the range of approval as fair, adequate and reasonable. Based on a review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of arm's-length negotiations conducted after Plaintiff and his counsel adequately investigated the claims and become familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised at the Final Fairness Hearing and Final Approval by this Court.

3. The Settlement Class shall be conditionally certified for settlement purposes only and shall consist of all individuals who worked for Defendant in California as hourly, nonexempt employees at any time from January 1, 2022, until December 31, 2024.

1           4.       The class action settlement set forth in the Settlement Agreement, entered into  
2 among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall  
3 within the range of reasonableness, to be the product of arm's-length and informed negotiations, to  
4 treat all Class Members fairly, and to be presumptively valid, subject only to any objections that  
5 may be raised at or before the final approval hearing.

6           5.       The Court further finds that Plaintiff conducted extensive investigation and  
7 research, and that he was able to reasonably evaluate his position and the strengths and weaknesses  
8 of his claims and his ability to certify them. Plaintiff has provided the Court with enough  
9 information about the nature and magnitude of the claims being settled, as well as the impediments  
10 to recovery, to make an independent assessment of the reasonableness of the terms to which the  
11 Parties have agreed.

12           6.       The Court also finds that settlement now will avoid additional and potentially  
13 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
14 Action.

15           7.       The Court preliminarily approves the Settlement Agreement, including all the terms  
16 and conditions set forth therein and the Gross Settlement Amount and allocation of payments.

17           8.       The rights of any potential dissenters to the proposed Settlement are adequately  
18 protected in that they may exclude themselves from the Settlement and proceed with any alleged  
19 claims they may have against Defendant, or they may object to the Settlement and appear before  
20 this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement  
21 and Class Notice.

22           9.       The Court approves, as to form and content, the proposed Class Notice, attached as  
23 **Exhibit A** to the Settlement.

24           10.      The Parties' proposed notice plan is constitutionally sound and hereby approved as  
25 the best notice practicable. The proposed Class Notice, attached as Exhibit A to the Settlement  
26 Agreement, is sufficient to inform Class Members of the terms of the Settlement Agreement, their  
27 rights to receive monetary payments under the Settlement Agreement and the date and location of  
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1 the final approval hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonably  
2 informs Class Members of: (1) the nature of the action, the definition of the Class, the identity of  
3 Class Counsel, and essential terms of the Settlement; (2) Plaintiff's and Class Counsel's  
4 applications for the Plaintiff's service payment, and Class Counsel's request for attorneys' fees and  
5 litigation expenses; (3) a formula used to determine the Class Member's estimated payment; (4)  
6 Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement  
7 if a Class Member wishes to do so; and (6) how to obtain additional information regarding the  
8 action and the Settlement. (California Rule of Court 3.766.) The Court finds that the notice  
9 requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice  
10 adequately advises Class Members of their rights under the Settlement. Counsel for the Parties are  
11 authorized to correct any typographical errors in the Class Notice and make clarifications, to the  
12 extent the same are found or needed, so long as such corrections do not materially alter the substance  
13 of the Class Notice and other notice documents.

14         11. The Court preliminarily approves the settlement of claims under the California  
15 Labor Code's Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) ("PAGA")  
16 according to the terms and conditions in the Settlement Agreement. The Court also finds that notice  
17 of the Settlement Agreement was provided to the California Labor and Workforce Development  
18 Agency ("LWDA").

19         12. The Court appoints Eric Kingery as the representative for the Settlement Class  
20 conditionally certified by this Order.

21         13. The Court appoints James Hawkins, Christina Lucio, and Samantha Jones of  
22 James Hawkins APLC as Class Counsel. The Court finds that counsel have demonstrable  
23 experience litigating, certifying, and settling class actions, and will serve as adequate counsel for  
24 the Class conditionally certified by this Order.

25         14. The Court approves and appoints Apex Class Action LLC as the Settlement  
26 Administrator in this matter. The Settlement Administrator is ordered to carry out the Settlement  
27 according to the terms of the Settlement Agreement and in conformity with this Order, including  
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1 disseminating the Class Notice according to the notice plan described in the Settlement  
2 Agreement.

3 15. The Parties are ordered to carry out the Settlement according to the terms of the  
4 Settlement Agreement.

5 16. A final approval hearing will be held on \_\_\_\_\_, to determine  
6 whether the Settlement Agreement should be granted final approval as fair, reasonable, and  
7 adequate as to the Settlement Class Members. The Court reserves the right to continue the date of  
8 the final approval hearing without further notice to the Class Members. The Court retains  
9 jurisdiction to consider all further applications arising out of or in connection with the Settlement  
10 Agreement.

11 17. The Motion for Final Approval of the Settlement Agreement, including requests to  
12 approve the Plaintiffs Class Representative Service Payment and Class Counsel's request for  
13 attorneys' fees and litigation expenses, shall be filed and served no later than 16 court days before  
14 the final approval hearing.

15 18. In the event the Settlement is not fully and finally approved, or otherwise does not  
16 become effective in accordance with the terms of the Settlement Agreement, this Order shall be  
17 rendered null and void and shall be vacated, and the Parties shall revert to their respective positions  
18 as of before entering into the Settlement Agreement. If the Settlement does not become final for  
19 any reason, the fact that the Parties were willing to stipulate to settlement and the circumstances,  
20 proceedings and documents related to the proposed settlement and shall have no bearing on, and  
21 will not be admissible in connection with litigation, whether through issue preclusion or estoppel  
22 or otherwise.

23 **IT IS SO ORDERED.**

24  
25 Dated: \_\_\_\_\_

26 \_\_\_\_\_  
27 HON. LAYNE H. MELZER  
28 Orange County Superior Court Judge