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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA

ANA ARECHIGA, an individual, and in her
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

v.

PARTNERS IN CARE HOME CARE INC., a
California Corporation; ANYSA M SOLIS, an
individual; and DOES 1-15

Defendants.

Case No: 2024CUOE034726

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT**

Complaint Filed: December 18, 2024

Hearing Date: October 28, 2025

Time: 8:30 a.m.

Dept: 20

Hon. Maureen M. Houska

The Court, having read and considered Plaintiff Ana Arechiga's Unopposed Motion for Approval of California Labor Code Private Attorneys General Act of 2004 ("PAGA") Settlement, having come before this Court, on the date indicated above, and good cause appearing therefore, hereby orders as follows:

1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the PAGA Settlement Agreement executed by the Parties on October 2, 2025.

2. All terms used for purposes of this Order, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement executed by the parties on October 2, 2025.

1 3. Pursuant to Labor Code section 2699(s)(2), the Labor & Workforce Development Agency
2 (“LWDA”) has been given notice of the Settlement. In particular, on the date the Parties filed this
3 Motion for Approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of
4 the Settlement by uploading a copy of this Motion for Approval of PAGA Settlement and
5 accompanying documents. The Court finds and determines that Plaintiffs’ notice of the Settlement
6 complied with the statutory requirements of PAGA.

7 4. The Court confirms approval of the Settlement as to the following group of individuals,
8 collectively referred to as the alleged “Aggrieved Employees” means all current and former non-
9 exempt employees in the State of California from October 9, 2024, through August 19, 2025, and
10 resolves any and all claims relating to the facts and claims asserted in the Action and PAGA Claim.

11 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
12 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
13 under the Settlement.

14 6. The Court finds that the Settlement should be approved under Labor Code section
15 2699(s)(2).

16 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

17 8. The Court finds that all Aggrieved Employees are deemed to release, on behalf of
18 themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
20 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in
21 the Operative Complaint and the PAGA Notice, including California Labor Code sections 201, 202,
22 203, 204, 206, 210, 226, 226.7, 510, 1174, 1174.5, 1194, 1198, 1198.5, 2699(a), 2699(f), and 2802.

23 9. The Court finds that the Gross Settlement Payment, Net Settlement Amount, and the
24 methodology used to calculate and pay each PAGA Settlement Member Payment, in accordance
25 with the Settlement, are approved under Labor Code section 2699(s)(2).

26 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
27 Payment in accordance with the terms of the Settlement.

28 11. Out of the Settlement Sum, the following shall be paid:

- 1 a. Plaintiff's Individual Settlement Payment to Plaintiff of Sixty-Five Thousand Dollars and
2 Zero Cents (\$65,000.00) (in addition to any Individual PAGA Payment Plaintiff is entitled
3 to receive as an Aggrieved Employee).
- 4 b. A PAGA Counsel Fees Payment of not more than thirty-five percent (35.00%) of the GSA,
5 or \$7,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$5,000.
6 PAGA Counsel shall not receive payment in excess than the costs actually incurred. PAGA
7 Counsel's expenses are currently \$4,642.14, and shall be submitted to the Administrator
8 when Defendant funds the payment and Phoenix is directed to only reimburse the actual
9 costs incurred;
- 10 c. Settlement Administration Costs in the amount of Two Thousand Five Hundred Dollars
11 and Zero Cents (\$2,500.00) for administration of this Settlement;
- 12 d. The remaining Net Settlement Amount ("PAGA Penalties"), estimated to be at least Five
13 Thousand Five Hundred Dollars and Zero Cents (\$5,500.00), as payment to the LWDA and
14 the Aggrieved Employees with sixty-five percent (65%), estimated to be at least Three
15 Thousand Five Hundred Seventy-Five Dollars and Zero Cents (\$3,575.00) of the Net
16 Settlement Amount shall be distributed to the LWDA ("LWDA PAGA Payment") and the
17 remaining thirty-five percent (35%), estimated to be at least One Thousand Nine Hundred
18 Twenty-Five Dollars and Zero Cents (\$1,925.00) shall be distributed to the PAGA
19 Settlement Members ("Individual PAGA Payment").

20 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
21 the PAGA Settlement and Release.

22 13. The Settlement is not an admission by Defendants or the Released Parties, nor is this Order
23 a finding of the validity of any allegations or of any wrongdoing by Defendants or the Released
24 Parties. Neither this Order, the Settlement, nor any document referred to herein, or any action taken
25 to carry out the Settlement, may be construed as, or may be used as, an admission of any fault,
26 wrongdoing, omission, concession, or liability whatsoever against Defendants or the Released
27 Parties. This Order shall not be deemed an "initial violation" under California Labor Code section
28 2699 et seq.

1 14. Nothing in the Settlement or this Order shall be construed as an admission or concession by
2 any Party. The Settlement and this resulting Order simply represent a compromise of disputed
3 allegations.

4 15. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of this Order.

5 16. This Order dismisses *with prejudice* the Complaint on file in this Action and shall be binding
6 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
7 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
8 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
9 interpreting, and enforcing this Order, as well as the Settlement.

10 17. **IT IS FURTHER ORDERED:**

11 _____
12 **IT IS SO ORDERED.**

13
14 Dated: _____

HONORABLE MAUREEN M. HOUSKA
JUDGE OF THE SUPERIOR COURT