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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF CONTRA COSTA**

ANGELICA CURIEL, individually, and on  
behalf of other members of the general  
public similarly situated; TERESA AVILA,  
individually, and on behalf of other  
members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act; KIRA CHAMBERS,  
individually, and on behalf of other  
members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act; CHRISTINA  
ROMAY, individually, and on behalf of  
other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the  
California Private Attorneys General Act;

Plaintiffs,

vs.

BASS MEDICAL GROUP, a corporation;  
and DOES 1 through 100, inclusive; BASS  
PRIVIA MANAGEMENT COMPANY OF  
CALIFORNIA f/k/a. BASS MANAGEMENT  
SERVICES ORGANIZATION, LLC, a  
California Limited Liability Company;  
PRIVIA HEALTH GROUP, INC., a Delaware  
Corporation;

Defendants.

Case No.: MSC21-01668  
(Consolidated Case No.: C22-01058)

Honorable Edward G. Weil  
Department 39

**CLASS ACTION**

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

Date:  
Time:  
Department: 39

Complaint Filed: August 4, 2021  
FAC Filed: April 15, 2024  
Trial Date: None Set

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*Attorneys for Plaintiffs Kira Chambers and Christina Romay*

1 This matter has come before the Honorable Edward G. Weil in Department 39 of the  
2 Superior Court of the State of California, for the County of Contra Costa, on a date and time to be  
3 determined by the Court, for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA  
4 Settlement. Lawyers for Justice, PC appears as counsel for Plaintiffs Angelica Curiel and Teresa  
5 Avila, individually and on behalf of all others similarly situated and other aggrieved employees,  
6 Zakay Law Group, APLC and JCL Law Firm, APC, appears as counsel for Plaintiffs Kira Chambers  
7 and Christina Romay, individually and on behalf of all others similarly situated and other aggrieved  
8 employees, O'Hagan Meyer appears as counsel for Defendant Bass Medical Group ("BMG") and  
9 Jeffer Mangels Butler & Mitchell LLP appears as counsel for Defendants Bass Privia Management  
10 Company of California ("BPMCC") and Privia Health Group, Inc. ("PHG") (collectively,  
11 "Defendants").

12 The Court, having carefully considered the papers, argument of counsel, and all matters  
13 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Angelica Curiel,  
14 Teresa Avila, Kira Chambers, and Christina Romay (collectively, "Plaintiffs") Motion for  
15 Preliminary Approval of Class Action and PAGA Settlement.

16 **IT IS HEREBY ORDERED THAT:**

17 1. The Court preliminarily approves the First Amended Joint Stipulation of Class  
18 Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement  
19 Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Brian J. St. John in Support of  
20 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based  
21 on the Court's determination that the Settlement falls within the range of possible approval as fair,  
22 adequate, and reasonable.

23 2. This Order incorporates by reference the definitions in the Settlement Agreement,  
24 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the  
25 Settlement Agreement.

26 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate  
27 and reasonable. It appears to the Court that extensive investigation and research have been  
28 conducted such that counsel for the Parties at this time are able to reasonably evaluate their

1 respective positions. It further appears to the Court that the Settlement, at this time, will avoid  
2 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented  
3 by the further prosecution of the cases. It further appears that the Settlement has been reached as  
4 the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in  
5 good faith.

6 4. The Court preliminarily finds that the Settlement, including the allocations for the  
7 Class Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative  
8 Enhancement Payments, PAGA Penalty Amount, Settlement Administrator Payment, and payments  
9 to the Participating Class Members and PAGA Group Members provided thereby, appear to be  
10 within the range of reasonableness of a settlement that could ultimately be given final approval by  
11 this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of  
12 the Settlement and preliminarily finds that the monetary settlement awards made available to the  
13 Class Members and PAGA Group Members are fair, adequate, and reasonable when balanced  
14 against the probable outcome of further litigation relating to certification, liability, and damages  
15 issues.

16 5. The Court concludes that, for settlement purposes only, the proposed Class meets  
17 the requirements for certification under section 382 of the California Code of Civil Procedure in  
18 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is  
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined  
20 community of interest amongst the members of the Class with respect to the subject matter of the  
21 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs  
22 will fairly and adequately protect the interests of the members of the Class; (e) a class action is  
23 superior to other available methods for the efficient adjudication of the controversy; and (f) Class  
24 Counsel are qualified to act as counsel for Plaintiffs in his individual capacity and as the  
25 representatives of the Class.

26 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as  
27 follows:

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1 All current and former hourly-paid or non-exempt employees of BMG in California  
2 during the Class Period and all individuals who worked for Defendants as  
3 independent contractors in California during the of time from August 4, 2017,  
4 through December 17, 2022. (“Class” or “Class Members”)

5 7. The Court provisionally appoints Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh,  
6 and Brian J. St. John of Lawyers *for* Justice, PC; Shani O. Zakay, Jackland K. Horn, and Julieann  
7 Alvarado, of Zakay Law Group, APLC; and Jean-Claude Lapuyade, Eduardo Garcia, and Sydney  
8 Castillo-Johnson of JCL Law Firm, APC as counsel for the Class (“Class Counsel”).

9 8. The Court provisionally appoints Plaintiffs Angelica Curiel, Teresa Avila, Kira  
10 Chambers, and Christina Romay as the representatives of the Class (“Class Representatives”).

11 9. The Court provisionally appoints Phoenix Settlement Administrators. to handle the  
12 administration of the Settlement (“Settlement Administrator”).

13 10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall  
14 prepare a list, in an electronically usable format, for the Settlement Administrator containing for  
15 each Class Member, to the extent Defendants have such information, the following: first and last  
16 name, last known mailing address, Social Security number or Tax ID, total number of Individual  
17 Non-Exempt Workweeks and Individual IC Workweeks, and if the Class Member is also a PAGA  
18 Group Member, the total number of Individual Non-Exempt Pay Periods and Individual IC Pay  
19 Periods (“Class Members’ Data”).

20 11. The Court approves, both as to form and content, the Notice of Class Action  
21 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as  
22 “**EXHIBIT A.**” The Class Notice shall be provided to Class Members and PAGA Group Members  
23 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears  
24 to fully and accurately inform the Class Members and PAGA Group Members of all material  
25 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by  
26 submitting a Request for Exclusion, of Class Members’ right to dispute the number of his, her, or  
27 their Individual Non-Exempt Workweeks, Individual IC Workweeks, Individual Non-Exempt Pay  
28 Periods, and/or Individual Pay Periods as stated in the Class Notice, and of each Participating Class  
Member’s right and opportunity to object to the Class Settlement by submitting an Objection to the

1 Settlement Administrator. The Court further finds that distribution of the Class Notice substantially  
2 in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates  
3 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall  
4 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the  
5 Settlement Administrator to mail the Class Notice in English and Spanish, by First-Class U.S. mail  
6 to all Class Members within seven (7) calendar days after receipt of the Class Members' Data,  
7 pursuant to the terms set forth in the Settlement Agreement.

8       12.       The Court hereby preliminarily approves the proposed procedure, set forth in the  
9 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may  
10 choose to be excluded from the Class Settlement by submitting a timely and valid Request for  
11 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement  
12 Administrator, postmarked no later than the date which is forty-five (45) calendar days after the  
13 Settlement Administrator mails the Class Notice to Class Members and PAGA Group Members  
14 ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline will be  
15 extended by fifteen (15) calendar days from the date of the original forty-five (45) calendar day  
16 deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the  
17 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be  
18 bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless,  
19 all current and former non-exempt employees of BMG in California during the PAGA Period and  
20 all individuals who worked for Defendants as an independent contractor in California during the  
21 period of time from May 25, 2021, through December 17, 2022 ("PAGA Group Members") will be  
22 bound by the PAGA Settlement and will be issued their PAGA Payment Share, irrespective of  
23 whether they submit a Request for Exclusion. Class Members who do not submit a valid and timely  
24 Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement  
25 Agreement and any final judgment based thereon.

26       13.       A Final Approval Hearing shall be held before this Court on  
27 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
28 Department 39 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez,

California 94553, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Group Members; and determine whether to finally approve the requests for the Class Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative Enhancement Payments, and Settlement Administrator Payment.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees Payment and Class Counsel Litigation Expenses, Class Representative Enhancement Payments, and Settlement Administrator Payment, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by \_\_\_\_\_, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Class Member may submit his, her, or their Objection in writing to the Settlement Administrator on or before the Response Deadline. The written Objection must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the Objection. Participating Class Members may also present their Objection orally at the Final Approval Hearing, regardless of whether they have submitted an Objection.

16. The Settlement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, except for legal proceedings concerning the

1 implementation, interpretation, or enforcement of the Settlement.

2 17. In the event the Settlement does not become effective in accordance with the terms  
3 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled  
4 or fails to become effective for any reason, this Order shall be rendered null and void, shall be  
5 vacated, and the Parties shall revert back to their respective positions as of before entering into the  
6 Settlement Agreement.

7 18. The Court reserves the right to adjourn or continue the date of the Final Approval  
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class  
9 Members and PAGA Group Members, and retains jurisdiction to consider all further applications  
10 arising out of or connected with the Settlement.

11 **IT IS SO ORDERED.**

12  
13 Dated: \_\_\_\_\_

By: \_\_\_\_\_

The Honorable Edward G. Weil  
Judge of the Superior Court