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Attorneys for Plaintiff ERIC KINGERY  
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**

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

Plaintiff,

v.

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

Defendants.

Case No.: 30-2024-01402619-CU-OE-CXC  
[Related: Case No. 30-2024-01416779-CU-OE-CXC]

CLASS AND PAGA ACTION

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

**REVISED ~~PROPOSED~~ ORDER  
GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: May 7, 2026  
Time: 2:00 p.m.  
Dept: CX102

Complaint filed: May 28, 2024  
Trial date: Not set

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**PROPOSED ORDER**

On May 7, 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 Amended Class Action and PAGA Settlement Agreement (the “Settlement Agreement” or the “Settlement”), which is attached as Exhibit 1 to the Supplemental Declaration of James R. Hawkins in Support of Plaintiffs’ Motion For Preliminary Approval of Class Action and PAGA Settlement filed on March 30, 2026, and unless indicated otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement Agreement. (ROA #78, Ex. 1 )

2. 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, through December 31, 2024.

3. The Aggrieved Employees shall consist of all individuals who worked for Defendant in California as hourly, non-exempt employees at any time from May 28, 2023, through December 31, 2024.

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

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

1 payments. The following allocations of the Gross Settlement Amount are preliminarily  
2 approved:

- 3
- 4 a. PAGA Penalties to the LWDA and Aggrieved Employees: PAGA Penalties in the  
5 amount of \$8,000.00 to be paid from the Gross Settlement Amount, with 75%  
6 (\$6,000.00) allocated to the LWDA PAGA Payment and 25% (\$2,000.00)  
7 allocated to the Individual PAGA Payments.
- 8 b. Class Counsel Fees Payment: to Class Counsel, a Class Counsel Fees Payment of  
9 not more than in the amount of 1/3 (33.33%) of the Gross Settlement Amount,  
10 (\$47,328.60), and a Class Counsel Litigation Expenses Payment of not more than  
11 \$27,000.00.
- 12 c. Administration Expenses Payment: to the administrator, an administration  
13 expenses payment not to exceed \$5,500.00.
- 14 d. Class Representative Service Payment: to the named Plaintiff in this action, a  
15 Class Representative Service Payment of not more than \$2,500.00.
- 16 e. Net Settlement Amount: To each participating class member, an Individual Class  
17 Payment calculated by (a) dividing the Net Settlement Amount (Currently  
18 estimated to be \$51,671.40) by the total number of Workweeks worked by all  
19 Participating Class Members during the Class Period and (b) multiplying the  
20 result by each Participating Class Member's Workweeks.

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

26 7. The Court approves, as to form and content, the proposed Class Notice, attached  
27 as **Exhibit A** to the Settlement.

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

9. The Court preliminarily approves the settlement of claims under the California Labor Code’s Private Attorneys General Act of 2004 (Lab. Code § 2699 et seq.) (“PAGA”) according to the terms and conditions in the Settlement Agreement. The Court also finds that notice of the Settlement Agreement was provided to the California Labor and Workforce Development Agency (“LWDA”).

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

11. The Court appoints James Hawkins, Christina Lucio, and Samantha Jones of James Hawkins APLC as Class Counsel. The Court finds that counsel have demonstrable

1 experience litigating, certifying, and settling class actions, and will serve as adequate counsel for  
2 the Class conditionally certified by this Order.

3 12. The Court approves and appoints Apex Class Action LLC as the Settlement  
4 Administrator in this matter. The Settlement Administrator is ordered to carry out the Settlement  
5 according to the terms of the Settlement Agreement and in conformity with this Order, including  
6 disseminating the Class Notice according to the notice plan described in the Settlement  
7 Agreement.

8 13. The Parties are ordered to carry out the Settlement according to the terms of the  
9 Settlement Agreement.

10 14. A final approval hearing will be held on October 22, 2026, to determine whether  
11 the Settlement Agreement should be granted final approval as fair, reasonable, and adequate as to  
12 the Settlement Class Members. The Court reserves the right to continue the date of the final  
13 approval hearing without further notice to the Class Members. Pursuant to both California Code  
14 of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), the Court retains  
15 jurisdiction to consider all further applications arising out of or in connection with the Settlement  
16 Agreement.

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

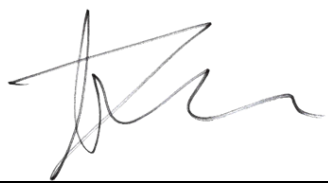
21 16. In the event the Settlement is not fully and finally approved, or otherwise does not  
22 become effective in accordance with the terms of the Settlement Agreement, this Order shall be  
23 rendered null and void and shall be vacated, and the Parties shall revert to their respective  
24 positions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

**IT IS SO ORDERED.**

Dated: May 26, 2026



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HON. LAYNE H. MELZER  
Orange County Superior Court Judge

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**PROOF OF SERVICE, COUNTY OF ORANGE**

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On May 26, 2026, I served on the interested parties in this action the following document(s) entitled:

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


**[XX] BY CASEANYWHERE:** Via electronic filing service provider—electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at [www.caseanywhere.com](http://www.caseanywhere.com) pursuant to the Court’s Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

**SERVICE LIST**

PLEASE SEE PAGE ATTACHED

**[X] STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on May 26, 2026, at Irvine, California.

  
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