

D.LAW, INC.
Enoch Kim (SBN 261146)
Marta Manus (SBN 260132)
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Telephone: (818) 962-6465/ Fax: (818) 962-6469
Emails: e.kim@d.law; m.manus@d.law

Attorneys for Plaintiff JANET ARCEO,
on behalf of herself and all others similarly situated

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 19 2026

D. Board *DB*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE - HISTORIC COURT HOUSE

JANET ARCEO, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

HARBINDER S. BRAR, M.D., INC., a
California corporation; and Does 1 to 10,
inclusive,

Defendants.

CLASS ACTION

Case No. CVRI2401935

Assigned for All Purposes To:
Honorable Harold W. Hopp
Department 1

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENT AWARD**

Date: August 18, 2026
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: April 9, 2024
First Amended Complaint: July 8, 2024
Trial Date: None Set

[M2]

AUG 20 2026 *DB*

1 **[PROPOSED] FINAL ORDER GRANTING FINAL APPROVAL**

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the
4 Declaration of Marta Manus in Support of Plaintiffs’ Motion for Preliminary Approval of Class
5 Action and PAGA Settlement (“Motion”), filed with this Court on February 3, 2026.

6 On August 18, 2026, this Court conducted a Final Settlement Fairness Hearing under
7 Rule 3.769 of the California Rules of Court and this Court’s May 8, 2026, Order Granting
8 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement (the “Preliminary
9 Approval Order”). Due and adequate notice having been given to the Class as required in said
10 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
11 had herein and otherwise been fully informed in the matter, and good cause appearing therefor,
12 hereby orders:

13 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
14 and incorporated herein by reference, this Court finds that the applicable requirements of the
15 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
16 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
18 Approval Order.

19 2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby
20 adopts and incorporates by reference the terms and conditions of the Parties’ Settlement
21 Agreement, together with the definitions of terms used and contained therein.

22 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
23 and over all Parties to the Class Action, including all members of the Settlement Class.

24 4. Class Members means “all persons employed by Defendant in California as non-
25 exempt employees at any time from October 17, 2019, through May 4, 2025 (“Class Period”).”

26 5. Aggrieved Employees means “all persons who are or were employed by
27 Defendant as non-exempt employees in California at any time during the PAGA Period (i.e., the
28 period from April 9, 2023, through May 4, 2025).”

1 6. The Class Notice given to the Class Members fully and accurately informed the
2 Class Members of all material elements of the proposed Settlement and of their opportunity to
3 object to or comment thereon and was the best notice practicable under the circumstances; was
4 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
5 State of California, the United States Constitution, due process, and other applicable law. The
6 Class Notice fairly and adequately described the Settlement and provided Class Members
7 adequate instructions and a variety of means to obtain additional information; provided Class
8 Members with a full opportunity and the means to seek exclusion; and described to Class
9 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
10 full opportunity has been afforded to the Class Members to participate in the Final Approval
11 Hearing, and all Class Members and other persons wishing to be heard have been heard.
12 Accordingly, the Court determines that all Class Members are bound by this Order and
13 Judgment. There are zero (0) objections and two (2) requests for exclusion to the class portion of
14 the Settlement.

15 7. The following individuals who submitted a valid and timely request for exclusion
16 are excluded from the class portion of the Settlement: Maria E. Arroyo and Kelsey Hernandez.

17 8. The Court has considered all relevant factors for determining the fairness of the
18 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
19 particular, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
21 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
22 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
23 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
24 case; the risk, expense, and complexity of the claims presented; the likely duration of further
25 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
26 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
27 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
28 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire

1 Settlement Class and hereby directs implementation of all remaining terms, conditions, and
2 provisions of the Settlement Agreement.

3 9. The Court hereby approves the Gross Settlement Amount of \$1,050,000.00.

4 10. The Court hereby approves the Net Settlement Amount of \$628,420.10.

5 11. The Court hereby approves attorneys' fees to Class Counsel in the amount of
6 \$350,000.00 as compensation for all attorney time spent on this matter from inception through
7 and including the final Settlement Fairness Hearing.

8 12. The Court hereby approves reimbursement of litigation costs of \$20,079.90 to
9 Class Counsel.

10 13. The Court hereby approves the payment of costs to the Administrator, Rust
11 Consulting, Inc., in the amount of \$14,500.00.

12 14. The Court hereby approves Class Representative Enhancement Award in the
13 amount of \$12,000.00 to Plaintiff Janet Arceo in consideration and exchange for her
14 contributions to the Class. The Court finds these amounts are request fair and reasonable.

15 15. The Court hereby approves the allocation of \$25,000.00 to the settlement of the
16 PAGA claims, of which \$18,750.00 shall be payable to the Labor Workforce Development
17 Agency ("LWDA") and \$6,250.00 shall be payable to the Aggrieved Employees.

18 16. No other costs or fees relief shall be awarded, either against Defendant or any
19 other of the Released Parties, as defined in the Settlement Agreement.

20 17. The Administrator shall mail all Participating Class Members their settlement
21 checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT
22 CHECK IS ENCLOSED."

23 18. Participating Class Members shall have up to 180 days from the date of mailing to
24 negotiate their settlement distribution check.

25 19. The Administrator shall mail a reminder postcard to any class member whose
26 settlement distribution check has not been negotiated within 60 days after the date of mailing;

27 20. If (i) any of the Participating Class Members are current employees of the
28 Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is

1 returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
2 locate a valid mailing address, the Administrator shall arrange with the Defendant to have those
3 settlement distribution checks delivered to the Participating Class Members at their place of
4 employment.

5 21. Upon entry of Judgment by the Court in accordance with the Settlement
6 Agreement:

7 a. All Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, heirs, administrators, successors, and assigns, release the
9 Released Parties from all claims and causes of action that were alleged and those based solely
10 upon the facts alleged in the Operative Complaint ("Released Class Claims"). The Released
11 Class Claims apply to claims arising during the Class Period. The Released Class Claims apply
12 to claims arising during the Class Period (October 17, 2019, through May 4, 2025.)

13 b. Plaintiff and the State of California release the Released Parties from all claims
14 for penalties, attorneys' fees, and costs permissible under PAGA that could have been sought by
15 Plaintiff or the State of California for the violations identified in the PAGA Notice and alleged in
16 the Operative Complaint ("Released PAGA Claims"). The Released PAGA Claims apply to
17 claims arising during the PAGA Period. Plaintiff does not release any Aggrieved Employees'
18 individual claim for wages or damages. In light of the binding nature of a PAGA judgment on
19 non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969, the
20 Aggrieved Employees will be deemed bound by the judgment entered on the Released PAGA
21 Claims and shall be precluded from asserting Released PAGA Claims against the Released
22 Parties ("Released PAGA Claims"). The Released PAGA Claims apply to claims arising during
23 the PAGA Period (April 9, 2023, through May 4, 2025.)

24 c. Plaintiff releases the Released Parties in accordance with Paragraph 63 of the
25 Settlement Agreement.

26 22. The Court further confirms and finds that nothing contained in the Settlement
27 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
28 other Order entered in this action shall in any way or manner constitute an admission that any of

1 the allegations against Defendant and its officers, directors, employees, and agents, collectively
2 and individually, to any of the claims and causes of action asserted by the Class Members or
3 Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence
4 in any action or proceeding against Defendant, or any other Released Parties in any court,
5 administrative agency, or other tribunal for any purpose whatsoever, other than to the extent
6 necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph
7 shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of
8 Defendant under the Settlement Agreement and this Final Order and Judgment.

9 23. Neither Defendant nor any related persons or entities shall have any further
10 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability,
11 except as provided in the Settlement Agreement.

12 24. By operation of the entry of this Order, as of the Effective Date, the parties are
13 ordered to perform their respective duties and obligations under the Settlement Agreement.

14 25. The date for the Final Report (Nonappearance) Hearing is August 3, 2027.

15 26. The deadline for the filing of the Administrator's declaration concerning the
16 amount of money distributed is July 27, 2027.

17 ///

18 ///

19 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Janet Arceo, Class Members, and Defendant, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

IT IS SO ORDERED:

Dated: August 18, 2026

Harold W. Hopp
Judge Harold W. Hopp
Judge of the Superior Court