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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ESMERALDA FIGUEROA, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

LOGISTICARE SOLUTIONS, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2019-01050773-CU-OE-CXC

*Assigned for All Purposes to: Hon. William D.
Claster, Dept. CX104*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

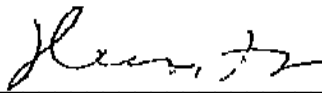
Complaint Filed: February 11, 2019
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on June 7, 2022, the Honorable William D. Claster, in
3 Department CX104 in the above-entitled Court, located at 751 W. Santa Ana Blvd., Santa Ana,
4 California 92701, executed the Proposed Final Order and Judgment. Attached hereto as **Exhibit**
5 **A** is a true and correct copy of the Final Order and Judgment which was executed and filed on
6 June 7, 2022.

7
8 Dated: June 8, 2022

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 Luke Clapp
14 *Attorneys for Plaintiff*
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EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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Case No.: 30-2019-01050773-CU-OE-CXC

[Assigned for all purposes to the Hon. William
D. Claster, Dept. CX104]

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 07 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: CT 6 DEPUTY

[PROPOSED] FINAL ORDER AND JUDGMENT

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action ("Action") having come before the Court on May 13, 2022,
3 for a hearing and Final Order Approving Class Action and PAGA Settlement ("Final Order"),
4 consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), and as
5 set forth in the Joint Stipulation of Class Action and PAGA Settlement and Amendments thereto
6 ("Agreement"), and due and adequate notice having been given to all Class Members as required
7 in the Preliminary Approval Order, and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it
9 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term "Class" and "Class Members" shall mean the following: "All current and
12 former hourly-paid non-exempt employees of Defendant LogistiCare Solutions, LLC n/k/a
13 ModivCare Solutions, LLC ("Defendant") who were employed by Defendant in California at any
14 time between February 11, 2015, and April 29, 2021." The term "Participating Class Member"
15 includes all Class Members who did not submit a timely and valid Request for Exclusion as
16 provided in the Settlement.

17 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
18 to this Action, including all Class Members.

19 4. Distribution of the Notice directed to the Class Members as set forth in the
20 Agreement and the other matters set forth therein has been completed in conformity with the
21 Preliminary Approval Order, including individual notice to all Class Members who could be
22 identified through reasonable effort, and the best notice practicable under the circumstances. The
23 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
24 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
25 and the Notice fully satisfied the requirements of due process. All Class Members and all Released
26 Claims are covered by and included within the Settlement and this Final Order.

27 5. The Court hereby finds the Settlement was entered into in good faith, pursuant to
28 ~~and within the meaning of California Code of Civil Procedure section 877.6.~~ The Court further

1 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
2 standards and applicable requirements for final approval of this class action settlement under
3 California law, including the provisions of California Code of Civil Procedure section 382 and
4 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
5 *Superior Court*, 4 Cal.3d 800, 821 (1971).

6 6. The Court hereby approves the Settlement set forth in the Agreement and finds that
7 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
8 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
9 result of ~~intensive, serious and~~ non-collusive arms-length negotiations. The Court further finds that
10 the Parties have conducted extensive investigation and research, and counsel for the Parties are
11 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
12 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
13 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
14 being granted as part of the Settlement and recognizes the significant value to the Class Members.
15 The Court also finds that the Class is properly certified as a class for settlement purposes only.

16 7. Upon the complete funding of the Gross Settlement Amount and all applicable
17 employer-side payroll taxes Participating Class Members shall ~~release and discharge Defendant~~
18 ~~LogistiCare Solutions, LLC n/k/a ModivCare Solutions, LLC, and any of its past, present and/or~~
19 ~~future, direct and/or indirect, officers, directors, members, managers, supervisors, employees,~~
20 ~~agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators,~~
21 ~~parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers (the~~
22 ~~"Released Parties") from any and all claims, rights, demands, liabilities and causes of actions that~~
23 ~~are alleged or reasonably could have been alleged based on the facts and claims asserted in the~~
24 ~~operative complaint including the following claims: (i) failure to pay all regular wages, minimum~~
25 ~~wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu~~
26 ~~thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to~~
27 ~~reimburse necessary business expenses; (v) failure to provide complete, accurate wage~~
28 ~~statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to~~

1 provide timely pay wages during employment (including a claim under the Industrial Welfare
2 Commission Wage Orders, and common law including conversion); (viii) unfair business
3 practices that could have been premised on the claims, causes of action or legal theories of relief
4 described above or any of the claims, causes of action or legal theories of relief pleaded in the
5 operative complaint (including claims under the California Business and Professions Code §
6 17200, *et seq.*); (ix) failure to maintain required payroll records and (x) all claims under the
7 California Labor Code Private Attorneys General Act of 2004 or for civil penalties were pled in
8 the operative complaint or could have been pled based on the facts alleged therein including but
9 not limited to Labor Code sections 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174.5, 1194 and
10 1198 *et seq.*, 1197.1, 558, 2699, 2800, and 2802 (the "Released Claims") that arose between
11 February 11, 2015, and April 29, 2021. (the "Class Period"). All PAGA Members, the LWDA, and
12 the State of California shall release the Released Claims arising under PAGA for the period
13 between January 17, 2019, and April 29, 2021. (the "PAGA Period").

14 8. Additionally, upon the funding of the Gross Settlement Amount, Plaintiffs
15 Figueroa and Bean—on behalf of themselves only—shall also generally release and discharge the
16 Released Parties ~~from any and all claims, demands, obligations, causes of action, rights, or~~
17 ~~liabilities of any kind which have been or could have been asserted against the Released Parties~~
18 ~~arising out of or relating to their employment by Defendant or termination thereof, including but~~
19 ~~not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,~~
20 ~~harassment or wrongful termination of employment. This release specifically includes any and all~~
21 ~~claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,~~
22 ~~and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any~~
23 ~~way connected with the matters referred to herein, whether or not known or suspected to exist,~~
24 ~~and whether or not specifically or particularly described herein. This general release includes all~~
25 ~~employment-related and non-employment related claims, whether known or unknown, arising~~
26 ~~during the Class Period. Specifically, Plaintiffs Figueroa and Bean, waive all rights and benefits~~
27 ~~afforded by California Civil Code Section 1542, which provides:~~

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
2 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
3 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
6 OR RELEASED PARTY

7 This release specifically excludes claims for unemployment insurance, disability,
8 social security, and workers compensation (with the exception of claims arising pursuant to
9 California Labor Code Section 132(a) and 4553)

10 9. One Class Member, Kenneth Cromer, submitted a timely and valid request to be
11 excluded from the Settlement. Accordingly, Kenneth Cromer is hereby explicitly excluded from
12 this order and Judgment and participating in the settlement. The last date to timely submit a
13 request for exclusion was February 5, 2022.

14 10. The Court also hereby finds that there were no written objections to the Settlement.
15 The last day to submit a written objection to the settlement was February 5, 2022. The Court also
16 notes there were no objections made at the hearing on Final Approval of the Settlement.

17 11. The Court finds the settlement payments provided for under the Agreement to be
18 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and
19 amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
20 \$821,500.00 within 14 days of the date of this order to provide payments for the Class/PAGA
21 Members individual settlement payments, class representative incentive payments for Plaintiffs
22 Figueroa and Bean, Class Counsel's attorney fees and costs, the Settlement Administrator's fees
23 and expenses, and penalties to the California Labor and Workforce Development Agency pursuant
24 to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered
25 in accordance with the terms of the Agreement and as modified by this Final Order and Judgment.

26 12. Pursuant to the terms of the Agreement and amendments thereto, and the
27 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards
28 attorneys' fees of \$140,427.00 to Protection Law Group, LLP, and attorneys fees of \$118,788.00

1 to Lawyers for Justice, P.C. The Court also approve and awards the recovery of litigation costs
2 incurred by Class Counsel in the amount of \$21,067.00. The award of attorneys' fees and costs is
3 the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by
4 and/or owed to Class Counsel and any other person or entity related to the Action.

5 13. The Court hereby approves and orders a Class Representative Enhancement
6 Payment of \$5,000.00 to Plaintiff Esmeralda Figueroa and \$3,000.00 to Plaintiff Asia Bean from
7 the Gross Settlement Amount in accordance with the terms of the Agreement.

8 14. The Court approves and orders the payment in the amount of \$37,500 (75% of
9 \$50,000) from the Gross Settlement Amount to the California Labor Workforce Development
10 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
11 remaining \$12,500 (25% of \$50,000) shall be distributed to the PAGA Members as set forth in the
12 Agreement.

13 15. The Court also hereby approves and orders payment from the Gross Settlement
14 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
15 ILYM Group, Inc., in the amount of \$10,000.

16 16. The Court hereby approves and orders payment of individual settlement payments
17 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

18 17. The Court also hereby approves and orders that any checks distributed from the
19 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
20 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
21 California State Controller's Office and held in trust for such Class Members pursuant to
22 California Unclaimed Property Law, Civil Code Section 1500 et seq.

23 18. Provided the Settlement becomes effective under the terms of the Agreement, the
24 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
25 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

26 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
27 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
28 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other

1 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
2 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
3 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
4 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
5 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
6 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
7 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
8 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
9 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
10 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
11 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
12 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
13 *estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released
14 Claims.

15 20. Without affecting the finality of this Judgment, the Court shall retain continuing
16 jurisdiction over this action and the parties, including all Class Members, and over all matters
17 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
18 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
19 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
20 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
21 for resolution

22 21. Class Counsel shall submit a final report on the disbursement of the settlement
23 payments on or before January 13, 2023.

24 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

25
26 DATED: 6-7-22



27 JUDGE OF THE SUPERIOR COURT
28 William D. Claster