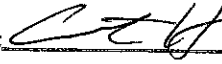


FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 19 2022

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

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

EVANGELINE URCIA AND LITA
MELINDA ANDRE, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

CARECHOICES HOSPICE AND
PALLIATIVE SERVICES, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2020-01139782-CU-OE-CXC

Assigned for all purposes to
Hon. Judge William Claster
Dept. CX104

**REVISED [~~PROPOSED~~] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

1 This matter came on for hearing on December 9, 2022, at 9:00 a.m., in Department CX104
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval filed May 31, 2022 and the Joint Stipulation of Settlement ("Settlement Agreement"),
5 a copy of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of
6 Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
14 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
15 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
18 were provided by each of these procedures. No member of the Class filed written objection to
19 the proposed Settlement as part of this notice process or stated an intention to appear at the final
20 approval hearing. One individual has requested exclusion from the Settlement: Celia Scanlon.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an informed
23 decision regarding approval of the Settlement based on the responses of the Settlement Class.
24 The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions

1 of law or fact common to the Settlement Class, and there is a well-defined community of interest
2 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
3 claims of Class Representatives Evangeline Urcia and Lita Melinda Andre are typical of the
4 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
5 adequately protected the interests of the members of the Settlement Class; (e) a class action is
6 superior to other available methods for an efficient adjudication of this controversy; and (f) the
7 counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as
8 counsel for Plaintiff in their individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all current and former non-exempt employees employed
11 by CareChoices Hospice and Palliative Services, Inc. at any time during the Class Period of
12 March 18, 2016 through March 10, 2022, and the Court deems this definition sufficient for
13 purposes of California Rule of Court 3.765(a).

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Evangeline Urcia and Lita Melinda Andre as
16 the Class Representatives in this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
22 were able to reasonably evaluate their respective positions. The Court also finds that the
23 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
24 as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

27 8. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$1,461,760.56.

4 10. The Court finds and determines that the Individual Settlement Payments to be paid
5 to participating Settlement Class Members as provided for by the Settlement are fair and
6 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
7 be made to the participating Settlement Class Members in accordance with the Settlement
8 Agreement.

9 11. The Court finds and determines that payment to the California Labor and
10 Workforce Development Agency of \$45,000 as its share of the settlement of civil penalties in this
11 case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
12 the payment of that amount be paid in accordance with the Settlement Agreement.

13 12. The Court finds and determines that the fees and expenses in administrating the
14 Settlement incurred by Phoenix Settlement Administrators in the amount of \$7,500.00, are fair
15 and reasonable. The Court hereby gives final approval to and orders that the payment of that
16 amount in accordance with the Settlement.

17 13. The Court finds and determines the Class Representatives Enhancement Award
18 of up to \$5,000 for each Class Representative is fair and reasonable. The Court hereby orders
19 the Administrator to make this payment to the Plaintiffs/Class Representatives in accordance
20 with the terms of the Settlement Agreement.

21 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
22 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
23 in the sum of \$438,525 and litigation costs of \$15,824. The Court finds such amounts to be fair
24 and reasonable. The Court hereby orders the Settlement Administrator to make these payments
25 in accordance with the terms of the Settlement Agreement.

26 15. Without affecting the finality of this order or the entry of judgment in any way,
27 the Court retains jurisdiction of all matters relating to the interpretation, administration,
28 implementation, effectuation, and enforcement of this order and the Settlement.

1 16. Neither Defendant nor any related persons or entities shall have any further
2 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
3 except as provided for by the Settlement Agreement.

4 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
5 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
6 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
7 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
8 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
9 be construed as an admission or concession by or against Defendant or any related person or
10 entity.

11 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
12 under the Settlement or under this order, including the requirement that Defendants make
13 payment to the participating Settlement Class Members in accordance with the Settlement.

14 19. Upon completion of administration of the Settlement, the Settlement
15 Administrator shall provide written certification of such completion to the Court and counsel
16 for the Parties, which shall be filed with the Court no later than **July 14, 2023**.

17 20. The Court hereby enters final judgment in accordance with the terms of the
18 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
19 filed on May 31, 2022 and this Order.

20 21. The Parties will bear their own costs and attorneys' fees except as otherwise
21 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
22 costs.

23 DATED: 12-19-22

William D. Claster
Honorable William Claster
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
4 my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On December 12, 2022, I served the foregoing document entitled:

6 • **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
7 ACTION SETTLEMENT AND ENTERING JUDGMENT**

8 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a true
9 copy thereof on the party(ies) addressed below as follows:

10 Sean Cowdrey
11 **COWDREY JENKINS, LLP**
12 1203 Flynn Road, Suite 160
13 Camarillo, CA 93012
14 Telephone : (805) 472-6050
15 scowdrey@cowdreyjenkins.com

16 *Attorneys for Defendant*

17 **CARECHOICES HOSPICE AND PALLIATIVE SERVICES, INC.**

18 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
19 correspondence for mailing. Under that practice it would be deposited with the U.S.
20 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
21 in the ordinary course of business. I am aware that on motion of the party served, service
22 is presumed invalid if postage cancellation date or postage meter date is more than one
23 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. § 1013(a); Fed.*
24 *R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

25 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
26 practice of Aegis Law Firm PC for collection and processing correspondence for
27 overnight delivery, and I caused such document(s) described herein to be deposited for
28 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

29 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
30 electronic transmission via the above listed email addresses on the date below. (*Cal.*
31 *Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).*)

32 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
33 the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.*
34 *5(b)(2)(A).*)

35 I declare under penalty of perjury under the laws of the State of California that the
36 foregoing is true and correct.

37 Executed on December 12, 2022, at Irvine, California.

38 

Jacquelyn Enciso