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13 MARGARET RIVERA, KAY MANALIGOD,
14 And CHRISTINE ATENCIO, and the
15 Proposed Settlement Class

16 SUPERIOR COURT OF CALIFORNIA
17 IN AND FOR THE COUNTY OF ALAMEDA

18 MARGARET RIVERA, KAY MANALIGOD,
19 and CHRISTINE ATENCIO, on behalf of
20 themselves and all others similarly situated,
21 all aggrieved employees, and the State of
22 California,

23 Plaintiffs,

24 vs.

25 HOME CARE ASSISTANCE, INC., HOME
26 CARE ASSISTANCE OF CALIFORNIA,
27 LLC, HOME CARE ASSISTANCE, LLC,
28 HOME CARE ASSISTANCE
MANAGEMENT, LLC, HOME CARE
ASSISTANCE HOLDINGS LLC, and DOES
5-25,

Defendants.

FILED
ALAMEDA COUNTY

JAN 12 2023

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

Case No. RG20058229

CLASS AND COLLECTIVE ACTION

ASSIGNED FOR ALL PURPOSES TO
DEPARTMENT 17

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS SETTLEMENT, MOTION FOR
ATTORNEYS' FEES AND COSTS,
AND AMENDED JUDGMENT**

(PER CCP §384.5)

Date: April 28, 2022

Time: 3:30 p.m.

Dept.: 17

Reservation No.: A-20058229-001

[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT, MOTION
FOR ATTORNEYS' FEES AND COSTS, AND AMENDED JUDGMENT

1 This matter came on for hearing upon the motion for final approval of the settlement
2 set forth in the CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (the
3 "Settlement Agreement"). Due and adequate notice having been given to the Class, and the
4 Court having considered the Settlement Agreement, all papers filed and proceedings had
5 herein and all oral and written comments received regarding the proposed settlement, and
6 having reviewed the record in this Litigation, and good cause appearing,

7 IT IS HEREBY ORDERED AS FOLLOWS:

8 1. The Court, for purposes of this Order ("Order"), adopts all defined terms as set
9 forth in the Settlement Agreement¹ filed in this case.

10 2. The Court has jurisdiction over the subject matter of this Action, the Named
11 Plaintiff, the other members of the settlement Class, and Defendants.

12 3. The Court finds that the distribution of the Class Notice, as provided for in this
13 Court's October 28, 2021 Order granting preliminary approval of the Settlement, constituted
14 the best notice practicable under the circumstances to all persons within the definition of the
15 Class and fully met the requirements of California law and due process under the United
16 States Constitution. Based on evidence and other material submitted in conjunction with the
17 Final Approval Hearing, the actual notice to the class was adequate.

18 4. The Court finds that this Action presented a good faith dispute over
19 misclassification claims, rest and meal period claims, the payment of wages, and other relief,
20 and the Court finds in favor of settlement approval.

21 5. The Court approves the settlement of the above-captioned action, as set forth
22 in the Settlement Agreement, each of the releases and other terms, as fair, just, reasonable
23 and adequate as to the settling Parties. The settling Parties are directed to perform in
24 accordance with the terms set forth in the Stipulation.

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27 ¹ The Settlement Agreement was attached as Exhibit 1 to the Declaration of Ryan L. Hicks supporting the instant
Motion.

1 6. One Class Member validly and timely requested exclusion from the settlement
2 Class. Hence, all of the Released Claims are discharged and extinguished with prejudice as
3 to the Class Representatives and all of the other Participating Class Members. The settling
4 Parties are to bear their own costs, except as otherwise provided in the Stipulation.

5 7. Solely for purposes of effectuating this settlement, this Court has certified a
6 class of all members of the Settlement Class, as that term is defined in and by the terms of
7 the Settlement Agreement, and the Court deems this definition sufficient for purposes of
8 California Rule of Court 3.765(a).

9 8. With respect to the Settlement Class and for purposes of approving this
10 settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable
11 and so numerous that joinder of all members is impracticable; (b) there are questions of law
12 or fact common to the settlement Class, and there is a well-defined community of interest
13 among Members of the settlement Class with respect to the subject matter of the Action; (c)
14 the claims of Class Representative are typical of the claims of the Members of the Settlement
15 Class; (d) the Class Representative has fairly and adequately protected the interests of the
16 members of the settlement Class; (e) a class action is superior to other available methods
17 for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
18 Representative, *i.e.*, Class Counsel, are qualified to serve as counsel for the plaintiffs in their
19 individual and representative capacities and for the settlement Class.

20 9. By this Order, the Class Representatives shall release, relinquish and
21 discharge, and each of the Participating Class Members who did not opt out shall be deemed
22 to have, and by operation of the Order shall have, fully, finally, and forever released,
23 relinquished and discharged all Released Claims. This Order resolves and extinguishes the
24 claims for civil penalties brought pursuant to California Labor Code Section 2698 et. seq. that
25 were asserted through this Action or otherwise meeting the definition of Released Claims.

26 10. Neither the Settlement Agreement nor the settlement contained therein, nor
27 any act performed or document executed pursuant to or in furtherance of the Settlement

1 Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence
2 of, the validity of any Released Claim; or (ii) is or may be deemed to be or may be used as
3 an admission of, or evidence of, any fault or omission by any of the Released Parties in any
4 civil, criminal or administrative proceeding in any court, administrative agency or other
5 tribunal. Defendants or any of the Released Parties may file the Settlement Agreement
6 and/or the separate Judgment from this action in any other action that may be brought against
7 it or them in order to support a defense or counterclaim based on principles of *res judicata*,
8 collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of
9 claim preclusion or issue preclusion or similar defense or counterclaim.

10 11. The only Settlement Class Members entitled to payment pursuant to this Order
11 are Participating Class Members, except for Settlement Class Members who worked at least
12 one PAGA Workweek, who will receive a payment from the PAGA Settlement Amount even
13 if they timely exclude themselves from the class settlement.

14 12. Defendants have agreed to pay Class Counsel for their reasonable attorneys'
15 fees in this matter and all additional expenses. Defendants have also agreed to pay the Class
16 Representatives to reimburse them for their unique services as class representatives. The
17 Court finds that these agreements, as set forth in the Settlement Agreement, are fair and
18 reasonable. Defendants are directed to make such payments through the Settlement
19 Administrator in accordance with the terms of the Settlement Agreement and any order
20 issued prior to or in conjunction with this Order. Specifically, Defendants are directed to pay
21 Class Counsel \$675,000.00 in attorneys' fees² and \$16,458.14 in reasonable costs incurred,
22 the class representative enhancement to the each of the Class Representatives in the
23 amount of \$15,000 (for a total of \$45,000), and payment to the California Labor Workforce
24 and Development Agency in the amount of \$112,500, which the Court finds sufficient and
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26 ² The Court finds the hourly rates of class counsel (\$725 per hour for Richard A. Hoyer, \$550 per hour for Ryan
27 L. Hicks, \$375 per hour for Nicole B. Gage, \$350 per hour for Eisha Perry, and \$150 for law
28 clerks/paralegals/support staff) to be reasonable and within the market range charged by attorneys practicing
wage and hour litigation of comparable experience, expertise, and reputation.

1 appropriate under the circumstances. \$150,000 of the settlement proceeds have been
2 allocated to resolution of the PAGA claims, of which 75% (\$112,500) are to be disbursed to
3 the Labor Workforce and Development Agency, and the remaining 25% (\$37,500) to be
4 distributed to the Settlement Class Members who worked any PAGA Workweeks as provided
5 in the Settlement Agreement.

6 13. The Court hereby designates Legal Access Alameda as the *cy pres* beneficiary.
7 The sum of any settlement checks returned as undeliverable or otherwise un-cashed within
8 90 days after being mailed will be transmitted to the *cy pres* beneficiary, Legal Access
9 Alameda.

10 14. Pursuant to Code Civ. Proc. §384, no later than January 6, 2023 (5 court days
11 prior to the compliance hearing), the parties shall submit a report to the Court specifying the
12 total amount paid to class members, and the residual of unclaimed funds that will be paid to
13 the entity(ies) identified as recipients of such funds in the proposed settlement (if any), along
14 with a proposed amended judgment. No later than five (5) days after receipt of notice of the
15 entry of the amended judgment, the parties shall submit the amended judgment to the Judicial
16 Council, pursuant to Code Civ. Proc. § 384.5, and shall file a proof of service with this court
17 confirming this.

18 15. The Court sets the compliance hearing for January 12, 2023, at 3:30 p.m., in
19 Dept. 17. Class Counsel is directed to file a compliance status report at least five (5) court
20 days prior to the compliance hearing.

21 16. The Court reserves exclusive and continuing jurisdiction over the Litigation, the
22 Class Representatives, the Settlement Class and Defendants for the purposes of supervising
23 the implementation, enforcement, construction, administration and interpretation of the
24 Stipulation and the Order entered in this case pursuant to C.R.C. 3.769(h).

25 **IT IS SO ORDERED.**

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28 [PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT, MOTION
FOR ATTORNEYS' FEES AND COSTS, AND AMENDED JUDGMENT

1 **AMENDED JUDGMENT**

2 The Court having granted Plaintiff's unopposed motion for Final Approval of the
3 Settlement Agreement, as discussed hereinabove, and the case having been heard, the
4 distribution process having been completed, and Class Counsel having submitted a
5 compliance status report prior to the final compliance hearing set for January 12, 2023 in
6 Department 21 of this Court with a declaration from the settlement administrator describing
7 the distribution process,

8 **IT IS HEREBY ORDERED ADJUDGED, AND DECREED THAT:**

9 Judgment is hereby entered on the terms set forth above in this Order and Judgment
10 granting final approval of the Settlement Agreement and awarding attorneys' fees, costs, and
11 service award.

12 Now that the distribution process has been completed, pursuant to CCP §§ 384 and
13 384.5, the Court finds that \$1,336,726.37 in total was actually paid to class members, and
14 \$56,415.49 in unclaimed funds was actually paid to the *cy pres* beneficiary approved by the
15 Court. The Court directs the Administrator to pay all remaining Attorneys' fees to Class
16 Counsel upon entry of this Order. The Court directs Class Counsel to transmit a copy of this
17 Amended Judgment to the Judicial Council forthwith.

18 **IT IS SO ORDERED.**

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20 DATED: Jan 12, 2023

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Judge of the Superior Court