

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Misty M. Lauby, Esq. [CSB No. 243009]
misty@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
4590 Allstate Drive
Riverside, CA 92501
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiff Gina Robertson and on behalf of the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GINA ROBERTSON, individually, on behalf
of all similarly situated current and former
employees, and on behalf of the State of
California and all Aggrieved Employees;

Plaintiff,

vs.

ALL CARE HOME HEALTH PROVIDER, a
California Corporation; ALL CARE HOME
HEALTH OF SAN GABRIEL, a California
Corporation; ALL CARE HOSPICE, a
California Corporation; ALL CARE
PROVIDER SERVICES, INC., a California
Corporation; COMCARE HOME HEALTH,
INC., a California Corporation; ANDREW J.
PAGSISIHAN, an individual; LILIA
PAGSISIHAN, an individual; APOLONIO
PAGSISIHAN, an individual; and DOES 1
through 10, inclusive;

Defendants.

Case No.: 20STCV18318
*[Assigned to the Hon. Judge Daniel J.
Buckley, Dept. 1]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint Filed: May 14, 2020

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Amended Class Action Settlement Agreement (“Settlement Agreement”) came for
3 hearing on March 16, 2022, in Department 1 of the above-entitled court. The Final Approval
4 Motion was unopposed by Defendants All Care Home Health Provider, All Care Home Health of
5 San Gabriel, All Care Hospice, All Care Provider Services, Inc., and/or ComCare Home Health,
6 Inc. (collectively, “Defendants”).

7 Having considered the Final Approval Motion, the Settlement Agreement, the
8 Declarations, and all other materials properly before the Court and having conducted an inquiry
9 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
10 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
11 Due and adequate notice having been given to the Class, and the Court having considered the
12 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
13 comments received regarding the proposed settlement, and having reviewed the record in this
14 Action, and good cause appearing,

15 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

16 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
17 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

18 2. The Court has jurisdiction over the subject matter over this Action, the Class
19 Representative, the Class Members, and Defendants.

20 3. The Court finds that the distribution of the Class Notice, as provided for in the
21 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
22 under the circumstances to all Class Members and fully met the requirements of California law
23 and due process under the California and United States Constitution. Based on evidence and
24 other material submitted, the actual notice to the class was adequate.

25 4. The Court finds that the instant Action presented a good faith dispute of the
26 claims alleged, and the Court finds in favor of settlement approval.

27 a. Specifically, the claims on behalf of the Class Members included all
28 claims alleged in the Complaint or those that could have been alleged based on the facts

1 and legal theories contained in the Complaint, including: (i) failure to pay regular and
2 minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide meal
3 periods; (iv) failure to provide rest periods; (v) failure to reimburse for business
4 expenses; (vi) failure to timely pay final wages; (vii) failure to provide accurate itemized
5 wage statements; and (viii) unfair and unlawful business practices that could have been
6 premised on the claims, causes of action or legal theories of relief described above or any
7 of the claims, causes of action or legal theories of relief pleaded in the Complaint;
8 including all damages, statutory penalties, interest and other amounts recoverable under
9 said claims, causes of action or legal theories of relief (“Released Claims”).

10 b. The claims on behalf of the PAGA Group Members included any and all
11 PAGA claims that Plaintiff alleged against the Released Parties, on behalf of PAGA
12 Group Members and State of California, based on the facts stated in Plaintiff’s Complaint
13 and in Plaintiff’s LWDA notice letter, including all PAGA claims seeking civil penalties
14 that is premised upon (i) failure to pay minimum wages; (ii) failure to pay overtime
15 wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure
16 to reimburse for business expenses; (vi) failure to timely pay final wages; (vii) failure to
17 provide accurate itemized wage statements; and (viii) all other claims for civil penalties
18 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* that
19 could have been alleged based on the facts or claims alleged in the Complaint.

20 5. There were no Objections and no Requests for Exclusion to the Settlement. As
21 such, all Participating Class Members are entitled to payment pursuant to the Settlement and this
22 Judgment.

23 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
24 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
25 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
26 Settlement Agreement.

27 7. The Settling Parties are to bear their own costs, except as otherwise provided in
28 the Settlement Agreement.

1 8. For purposes of effectuating this Order and Judgment, this Court has certified the
2 following class: “all current and former non-exempt employees of Defendants who worked in the
3 State of California and performed nursing duties at any time during the Class Period of May 14,
4 2016 through May 24, 2021.” The Court deems this definition sufficient for purposes of
5 California Rules of Court, rule 3.765(a).

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

17 10. By this Judgment, the Class Representative shall release, relinquish, and
18 discharge, and each of the Settlement Class Members shall be deemed to have, and by operation
19 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
20 Released Claims, as defined herein and in the Settlement Agreement.

21 11. For purposes of effectuating this Order and Judgment, the PAGA Released
22 Claims, as defined in the Settlement Agreement, shall apply to all PAGA Group Members which
23 consists of “all current and former non-exempt employees of Defendants who worked in the
24 State of California and performed nursing duties at any time during the PAGA Period of May 14,
25 2019, through May 24, 2021.

26 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
27 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
28 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating

1 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
2 Released Claims, or of any wrongdoing or liability of Defendants or any of the other Released
3 Parties; or (ii) is or may be deemed to be or may be used by any of the plaintiff or Participating
4 Class Members as an admission of, or evidence of, any fault or omission of Defendants or any of
5 the other Released Parties in any civil, criminal, or administrative proceeding in any court,
6 administrative agency, or other tribunal. Defendants or any of the other Released Parties may
7 file the Settlement Agreement and/or the Judgment from this Action in any other action that may
8 be brought against it or them in order to support a defense or counterclaim based on principles of
9 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
10 theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settlement
11 is not an admission by Defendants, nor is this Order a finding of the validity of any allegations or
12 of any wrongdoing by Defendants.

13 13. The "Settlement Amount" to be paid under the Settlement Agreement is
14 \$1,400,000. From this amount, Class Counsel sought an award of attorney's fees of
15 \$466,666.66, litigation expenses of \$15,000, a Service Award for Class Representative Gina
16 Robertson of \$10,000, \$15,000 to the Settlement Administrator, CPT Group, \$12,500 to the
17 PAGA Group Members, and \$37,500 to the LWDA for PAGA penalties. Defendants do not
18 oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and
19 adequate, and awards the payments set forth below from the Settlement Amount:

- 20 A) \$466,666.66 to Class Counsel for attorneys' fees in light of the benefit
21 obtained on behalf of the Class;
22 B) \$15,000 to Class Counsel for costs/expenses;
23 C) \$10,000 to Class Representative Gina Robertson as a Service Award;
24 D) \$15,000 to the Settlement Administrator, CPT Group;
25 E) \$37,500 to the LWDA;
26 F) \$12,500 to the PAGA Group Members; and
27 G) After deducting the foregoing payments from the Settlement Amount, the
28 remainder shall form the Net Settlement Amount payable to the Participating Class

Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

14. Defendants are directed to fund the Settlement Amount within 15 days of this Order. The Settlement Administrator is directed to calculate the Participating Class Members' Individual Settlement Amounts from the Net Settlement Amount, as well as the payments due to the PAGA Group Members, and issue all payments within 10 days of receipt of the payment in accordance with the Settlement Agreement.

15. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [*insert date*], 2022, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Robertson v. All Care Home Health Provider, et al.*, Case No. 20STCV18318, on behalf of all current and former non-exempt employees of Defendants who worked in the State of California and performed nursing duties at any time during the Class Period of May 14, 2016 through May 24, 2021."

16. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the Class Member.

17. The following dates shall govern for purposes of this implementing this Order/Judgment:

///

///

///

///

///

Date this Order is entered	The Effective Date occurs.
Within 15 days of the Effective Date	Defendants shall wire the Settlement Amount, plus its share of payroll taxes, to the Settlement Administrator.
Within 10 days after receipt of Payment	Settlement Administrator to issue all payments.
180 days after payment is issued	Deadline for Class Members to cash checks.
March 15, 2023	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
TBD	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator

18. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

HON. DANIEL J. BUCKLEY
JUDGE OF THE SUPERIOR COURT