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Attorneys for Plaintiff Yvonne Labra and the Putative 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:

- 1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- 2) CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) DIRECTING DISTRIBUTION TO
THE CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION
FORM; AND**
- 4) SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having considered the Parties' Class Action Settlement Agreement and Release of
2 Claims (the "Settlement Agreement"), the Memorandum of Points and Authorities in Support of
3 the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents
4 submitted in support of the motion, and all supporting legal authorities and documents,
5 IT IS HEREBY ORDERED:

6 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
7 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
8 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
9 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
10 review of the papers submitted by Plaintiff, the Court finds that the Settlement is the result of
11 arms-length negotiations conducted after the parties adequately investigated and became familiar
12 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
13 the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

14 2. For settlement purposes only, the Court finds that the proposed Settlement Class
15 is ascertainable and that there is a sufficiently defined community of interest among the Class
16 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
17 Class, for settlement purposes only:

18 All current and former non-exempt employees of defendants All
19 Care Home Health Provider, All Care Home Health of San
20 Gabriel, All Care Hospice, All Care Provider Services, Inc., and/or
21 ComCare Home Health, Inc., who worked in the State of
22 California and performed nursing duties at any time between May
23 14, 2016, and May 24, 2021.

24 3. The class action settlement set forth in the Settlement Agreement between
25 plaintiff Gina Robertson ("Plaintiff") and defendants All Care Home Health Provider; All Care
26 Home Health Of San Gabriel; All Care Hospice; All Care Provider Services, Inc; Comcare
27 Home Health, Inc; Andrew J. Pagsisihan; Lilia Pagsisihan; and Apolonio Pagsisihan
28 (collectively "Defendants") is preliminarily approved as it appears to be proper, to fall within the

1 range of a fair, reasonable and adequate settlement, and to be presumptively valid, subject only
2 to any objections that may be raised at the Final Approval Hearing.

3 4. For settlement purposes only, the Court appoints Plaintiff Gina Robertson as
4 Class Representative, and Brian Mankin and Misty Lauby as Class Counsel.

5 5. The Court approves CPT Group to act as the Settlement Administrator.

6 6. The Court approves, as to form and content, the Class Notice and finds that the
7 Class Notice satisfies the requirements of California Rule of Court, rules 3.766 and 3.769, subd.
8 (f), and fairly apprises the Class Members of the terms of the final approval hearing date, the
9 proposed settlement terms and of their options, including: (1) the nature of the action, the
10 definition of the Class, the identity of Class Counsel, and the essential terms of the Settlement;
11 (2) Named Plaintiff's and Class Counsel's applications for the Class Representative Service
12 Payment, and Class Counsel's request for attorneys' fees and costs; (3) a formula used to
13 determine the Class Member's estimated Individual Settlement Payment; (4) Settlement Class
14 Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or
15 submit an opt-out request if a Class Member wishes to do so; and (6) how to obtain additional
16 information regarding the action and the Settlement. Counsel for the Parties are authorized to
17 correct any typographical errors in settlement and make clarifications, to the extent the same are
18 found or needed, so long as such corrections do not materially alter the substance of the
19 documents.

20 7. The Court approves the procedure for Class Members to participate in, request
21 exclusion from or object to, and preserve appeal rights as set forth in the Settlement Agreement
22 and the Class Notice.

23 8. The Court finds that the deadlines and method set forth in the Settlement
24 Agreement for the mailing of the Class Notice meet the requirements of due process, provide the
25 best notice practicable under the circumstances, constitute due and sufficient notice to all persons
26 entitled to notice, and otherwise satisfy the requirements of California law and due process.

27 9. The Court directs the Settlement Administrator to perform address verification
28 measures and mail the Class Notice by first class mail to the Settlement Class Members not later

than 25 days after the Preliminary Approval Order and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

10. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to submit his or her objection or Request to be Excluded, pursuant to the procedures set forth in the Class Notice.

11. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any 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 in the name of the Class Member, as set forth in the Settlement Agreement.

12. The following dates shall govern for purposes of this settlement:

August 30, 2021	Preliminary Approval (PA) hearing
25 calendar days after PA Order	Deadline for Settlement Administrator to complete first mailing of the Notice Packet to all Class Members.
45 days after mailing Class Notice	Deadline for Settlement Class Members to submit Requests for Exclusion and Objections to the settlement.
16 court days before Final Approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval of Settlement and application for award of attorneys' fees, costs, and service payments.
9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiff's Motion for Final Approval of Settlement, or filing any response to an objection to the settlement.
5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval of Settlement.

Approximately January 5, 2022 (120+ days after Preliminary Approval is granted)	Final Approval Hearing.
15 days after Effective Date (as defined in the Settlement Agreement)	Defendants to deliver court approved funds to Settlement Administrator
10 days after receipt of funds	Settlement Administrator to issue checks.

13. A final approval hearing shall be held in this Court on _____ at _____ am/pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payment to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

14. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation costs, Class Representative's Service Payment, Settlement Administration Costs, and payment to LWDA for PAGA penalties prior to the Final Approval hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used as an admission by or against Defendants or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendants or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement, or any related agreement or release.

1 16. The Court may, for good cause shown, extend any of the deadlines set forth in
2 this Order.

3 17. In the event that the Settlement Agreement does not receive final approval or the
4 Effective Date of the Settlement does not occur, this Order shall be rendered null and void and
5 shall be vacated.

6 18. Pending the Final Approval hearing, all proceedings in this action, other than
7 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
8 Order, are stayed.

9 19. Counsel for the parties are hereby authorized to utilize all reasonable procedures
10 in connection with the administration of the Settlement which are not materially inconsistent
11 with either this Order or the terms of the Settlement.

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13 Date: _____

14 Hon. Daniel J. Buckley
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