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By Melissa Reyes, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

LUIS DE JESUS, an individual, on behalf of)
himself and on behalf of all persons similarly)
situated,)

Plaintiff,)

v.)

GUARDIAN ANGEL HOME CARE, INC.,)
a Michigan Corporation; SAM D. KASSAB;)
an individual, and DOES 2-50, Inclusive,)

Defendants.)

Case No. 37-2020-00021049-CU-OE-CTL

~~PROPOSED~~ JUDGMENT

Hearing Date: July 22, 2022
Hearing Time: 8:30 AM

Honorable Judge Ronald F. Frazier
Department 65

Trial Date: Not Set
Action Filed: June 18, 2020

Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
PAGA Action Claims and Release of Claims ("Agreement") and motion for an award of
attorneys' fees, costs and service awards duly came on for hearing on July 22, 2022, before the
above-entitled Court. The parties having settled this action and the Court having entered an Order
Granting Motion for Final Approval of Settlement Class and PAGA Action and good cause
appearing therefor,

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1 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

2 1. The certification of the Class is confirmed for the purposes of settlement. The
3 Class is defined as all employees who are or previously were employed by GUARDIAN ANGEL
4 HOME CARE, INC.'s ("Defendant") who earned piece-rate compensation in California during the
5 Class Period [April 6, 2016, to August 2, 2021].

6 2. All persons who meet the foregoing definition are members of the Settlement
7 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
8 Class.

9 3. Except as set forth in the Agreement, the Order Granting Motion for Final
10 Approval of Settlement Class and PAGA Action and this Final Judgment, Plaintiff, and all
11 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
12 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
13 Motion for Final Approval of Class Action Settlement and in this Final Judgment.

14 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
15 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
16 supervise and adjudicate any dispute arising from or in connection with the distribution of
17 settlement benefits.

18 5. Defendant shall fund the Total Settlement Amount within sixty-five (65) days of
19 the Effective Date.

20 6. As of the date the Defendant funds the Total Settlement Amount, each Class
21 Member who has not validly opted out has released the "Released Class Claims" against the
22 Defendant and all of the "Released Parties" as set forth in the Agreement.

23 7. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
24 The Released Class Claims are defined as all class claims alleged in the operative Complaint, and
25 any additional wage and hour claims that could have been brought based on the facts alleged in the
26 Complaint during the Class Period. The "Released Parties" means Defendant, including its
27 predecessors, if any, as well as each of its respective predecessors, successors, and all former,
28 current, and future related organizations, companies, divisions, subsidiaries, affiliates, joint

1 employers and their employees and representatives, insurers, and parents, and collectively, their
2 respective former, current, and future directors, officers, employees, agents, representatives,
3 attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, insurers, and trustees.

4 8. The Released PAGA Claims are defined as any and all PAGA Claims alleged in
5 the operative complaint and Plaintiff's notice to the LWDA which occurred during the PAGA
6 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
7 termination, unemployment, insurance, disability, social security, workers' compensation, and
8 PAGA Claims outside the PAGA Period.

9 9. This Court hereby grants final approval and awards the following: (i) \$312,007.35
10 for the Class Counsel Award comprised of thirty percent (30%) of the Total Settlement Amount,
11 or Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) and expenses in the amount of
12 \$12,007.35; (ii) the enhancement payment to Class Representative, Luis De Jesus, of Ten
13 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release ("Class
14 Representative Service Award"); (iii) settlement administration costs of Ten Thousand Dollars and
15 Zero Cents (\$10,000.00) to ILYM Group, Inc. ("Settlement Administration Cost"); and (iv) Thirty
16 Thousand Dollars and Zero Cents (\$30,000.00) (75% of the PAGA Settlement) to the Labor and
17 Workforce Development Agency ("LWDA Payment").

18 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
19 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
20 California Labor Code section 2699(1)(3).

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11. Plaintiff shall file the Settlement Administrator's report of completion of the
administration of Settlement on ~~or before~~ ^{4/12/23} the compliance hearing set for April 21, 2023, at 8:30
a.m., in Dept. 65.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 7-29, 2022

Ronald J. Traylor

Hon. Ronald F. Frazier
Judge, Superior Court for the State of California,
County of San Diego