

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ASHLEY SIMPSON, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

CHOICE HOMECARE, INC., a California
corporation; and DOES I through 100,
inclusive,

Defendants.

Case No.: Kenneth R. Freeman

Honorable 19STCV20172
Department SSC14

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: March 1, 2022
Time: 11:00 a.m.
Department: SSC14

Complaint Filed: June 11, 2019
FAC Filed: October 11, 2019
SAC Filed: December 30, 2019
TAC Filed: April 6, 2021
Trial Date: None Set

1 This matter has come before the Honorable Kenneth R. Freeman in Department SSC14 of
2 the above-entitled Court, located at 111 North Hill Street, Los Angeles, California 90012 , on
3 Plaintiff Ashley Simpson’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement,
4 Attorneys’ Fees, Costs, and Enhancement Award (“Motion for Final Approval”). Lawyers *for*
5 Justice, PC appeared on behalf of Plaintiff, and Legally Nanny® and Barritt Smith Miner LLP
6 appeared on behalf of Defendant Choice Homecare, Inc. (“Defendant”).

7 On July 19, 2021, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Settlement and Release Agreement
10 (together, “Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
11 exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

12 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
13 oral argument, and good cause appearing,

14 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

15 1. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement and the Preliminary Approval Order.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
21 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
22 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
23 hereby defined to include:

24 All hourly non-exempt individuals who worked for Defendant during the period
25 from June 11, 2015 through July 17, 2021 (“Class” or “Class Members”).

26 4. The Notice of Proposed Settlement and Final Approval Hearing (“Class Notice”)
27 that was provided to the Class Members, fully and accurately informed the Class Members of all
28 material elements of the Settlement and of their opportunity to participate in, object to or comment

1 thereon, or to seek exclusion from, the Settlement; was the best notice practicable under the
2 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
3 the laws of the State of California, the United States Constitution, due process and other applicable
4 law. The Class Notice fairly and adequately described the Settlement and provided the Class
5 Members with adequate instructions and a variety of means to obtain additional information.

6 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
7 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
8 specifically, the Court finds that the Settlement was reached following meaningful discovery and
9 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
10 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
11 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
12 Court has considered all of the evidence presented, including evidence regarding the strength of
13 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
14 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
15 completed; and the experience and views of Class Counsel. The Court has further considered the
16 absence of objections to the Settlement submitted by Class Members. Accordingly, the Court
17 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
18 the following terms and conditions.

19 6. A full opportunity has been afforded to the Class Members to participate in the
20 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
21 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
22 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
23 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval
24 Order and Judgment.

25 7. The Court finds that Class Member, Lesly Romero, has timely and validly opted
26 out of the Settlement and will not be bound by this Final Approval Order and Judgment.
27 Nevertheless, all PAGA Employees (including those who opted out of the Settlement) will be
28 bound by the release of the Released Claims for claims for civil penalties pursuant to the California

1 Labor Code Private Attorneys General Act during the PAGA Period and shall be issued an
2 Individual PAGA Payment.

3 8. The Court finds that payment of Administration Costs in the amount of \$25,274.00
4 is appropriate for the services performed and costs incurred and to be incurred for the notice and
5 settlement administration process. It is hereby ordered that the Settlement Administrator,
6 Simpluris, Inc., shall issue payment to itself in the amount of \$25,274.00, in accordance with the
7 terms and methodology set forth in Settlement Agreement.

8 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
9 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
10 Administrator issue payment in the amount of \$15,000.00 to Plaintiff Ashley Simpson for her
11 Enhancement Award, according to the terms and methodology set forth in the Settlement
12 Agreement.

13 10. The Court finds that the allocation of \$312,000.00 toward penalties under the
14 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Amount as follows: the amount of \$234,000.00 to the California Labor and Workforce
17 Development Agency, and the amount of \$78,000.00 to be distributed to PAGA Employees,
18 according to the terms and methodology set forth in the Settlement Agreement.

19 11. The Court finds that the request for attorneys’ fees in the amount of \$702,000.00 to
20 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
21 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
22 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
23 amount of \$702,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
24 methodology set forth in the Settlement Agreement.

25 12. The Court finds that reimbursement of litigation costs and expenses in the amount
26 of \$35,943.85 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
27 Settlement Administrator issue payment in the amount of \$35,943.85 to Class Counsel for
28

1 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
2 forth in the Settlement Agreement.

3 13. The Court hereby enters Judgment by which Settlement Class Member shall be
4 conclusively determined to have given a release of any and all Released Claims against the
5 Released Parties, as set forth in the Settlement Agreement and Class Notice.

6 14. It is hereby ordered that Defendant shall deposit the Final Gross Settlement Amount
7 into an account established by the Settlement Administrator over four installments as follows:
8 \$600,000.00 within thirty (30) calendar days of entry of this Order ("First Installment");
9 \$600,000.00 within six (6) months from payment of the First Installment ("Second Installment");
10 \$600,000.00 within six (6) months from the payment of the Second Installment ("Third
11 Installment"); and \$563,415.70 within six (6) months from the payment of the Third Installment
12 ("Fourth Installment"), in accordance with the terms and methodology set forth in the Settlement
13 Agreement.

14 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
15 Settlement Payments to the Settlement Class Members and Individual PAGA Payments to PAGA
16 Employees within twenty (21) calendar days after Defendant pays the Third Installment, according
17 to the methodology and terms set forth in the Settlement Agreement.

18 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
19 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
20 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
21 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
22 any dispute arising from or in connection with the distribution of settlement benefits.

23 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
24 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
25 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
26 Order and Judgment. Individualized notice is not required.

27 Dated: _____

28 HONORABLE KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT