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13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF FRESNO**

15 * * *

16 GRACE DURAN, an individual, residing in
17 Fresno County, California, and on behalf of
18 herself and all Aggrieved Employees,

19 PLAINTIFF,

20 vs.

21 TKS CARE SERVICES, INC. dba SENIOR
22 HELPERS OF FRESNO/CLOVIS, a
23 California Corporation; and Does 1 through
24 50, inclusive,

25 DEFENDANTS.

FILED

JUN 22 2022

FRESNO COUNTY SUPERIOR COURT

By _____ **DEPT. 502**

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5/27/2022 4:20 PM
FRESNO COUNTY SUPERIOR COURT
By: Estela Alvarado, Deputy

Case No. 21CECG00239

**[PROPOSED] ORDER GRANTING (1)
APPROVAL OF PAGA SETTLEMENT,
(2) APPOINTMENT OF SETTLEMENT
ADMINISTRATOR, AND (3)
ATTORNEYS' FEES**

Date: June 22, 2022
Time: 3:30 p.m.
Dept.: 502
Judge: Hon. Rosemary McGuire

Complaint Filed: January 27, 2021

Trial Date: January 30, 2023

1 On June 22, 2022, a hearing was held on the motion of Plaintiff Grace Duran ("Plaintiff")
2 for (1) Approval of PAGA Settlement, (2) Appointment of Settlement Administrator, and (3)
3 Attorneys' Fees and Costs. Attorneys of the Sutton Hague Law Corporation, P.C. appeared for
4 Plaintiff, individually and in her capacity as representative of the State of California on behalf of
5 all Aggrieved Employees, and attorneys of Castle Law: California Employment Counsel, PC,
6 appeared for Defendant TKS Care Services, Inc. ("Defendant").

7 Having received and considered the Settlement Agreement and Release of Claims ("the
8 Settlement"), the supporting papers filed by the parties, and the evidence and argument received
9 by the Court at the approval hearing on June 22, 2022, the Court grants approval of the Settlement
10 and HEREBY ORDERS and MAKES DETERMINATIONS as follows:

11 1. That the Settlement, and the obligations of the Parties set forth therein, is fair,
12 reasonable, and is an adequate settlement of this case and is in the best interests of Plaintiff, the
13 Aggrieved Employees, and the State of California's Labor and Workforce Development Agency,
14 in light of the factual, legal, practical, and procedural considerations raised by this case. This Court
15 hereby approves the Settlement, and directs the Parties to effectuate the Settlement according to
16 its terms. The Settlement is hereby deemed incorporated herein as if expressly set forth, and has
17 the full force and effect of an order and judgment of this Court.

18 2. That Simpluris, Inc. is hereby appointed as Settlement Administrator in this case,
19 per the terms of the Settlement.

20 3. That the Notice Form attached as "**Exhibit 3**" to the Declaration of Brady Briggs
21 is approved as adequate to provide notice to the Aggrieved Employees of this case and the
22 Settlement, and to explain why the Aggrieved Employees are receiving settlement checks
23 containing their Individual Penalties Payment. The Notice Form shall be included in the mailing
24 of each Individual Penalties Payment distributed pursuant to the Settlement.

25 4. The funding of the Settlement shall be carried out in accordance with the terms of
26 the Settlement, and the Settlement Administrator shall thereafter effect the distribution of the
27 Settlement Payments in the manner set forth in the Settlement. No person shall have any claim
28 against Defendant, Released Parties, Plaintiff's Counsel, Defense Counsel, or any other agent

1 designated by Plaintiff or Defendant based upon the distribution of Settlement payments made
2 substantially in accordance with the Settlement or further orders of the Court.

3 5. The Court approves as fair and reasonable an award of \$25,900 for Plaintiff's
4 Counsel's attorneys' fees incurred in this case, and an award of \$2,000 for Plaintiff's Counsel's
5 actual litigation costs (collectively "Attorneys' Fees and Expenses").

6 6. The Court approves as fair and reasonable an award of \$3,995.00 to the Settlement
7 Administrator for the payment of Administrative Expenses.

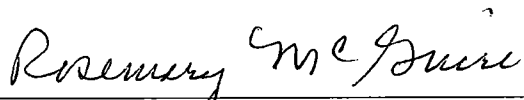
8 7. The Court finds that the proposed distribution of unclaimed funds, returned as
9 undeliverable or remaining uncashed and un-deposited for more than 180 days, to the California
10 Secretary of State's Unclaimed Property division in the name of the Aggrieved Employee to whom
11 the check was issued, comports with the provisions of California Code of Civil Procedure section
12 384(b)(3) and will best further the purpose of the underlying action and the interests of the
13 Aggrieved Employees and the State of California.

14 9. The Court further confirms and finds that nothing contained in the Agreement, this
15 Order, Judgment, or any other Order entered in this action shall in any way or manner constitute
16 an admission or determination of liability by or against Defendant, or any other Released Parties
17 with respect to any of the Released Claims, and shall not be offered in evidence in any action or
18 proceeding against Defendant, or any other Released Parties in any court, administrative agency,
19 or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the
20 provisions of the Agreement or this Order.

21 10. The Court hereby enters Judgment in the action in accordance with the terms of the
22 Settlement. Entry of this Judgment shall constitute a full and complete bar against the Named
23 Plaintiff and the LWDA as to the Released Claims asserted against the Released Parties.

24 **IT IS SO ORDERED.**

25 DATED: 6/22/22

26 
27 HONORABLE SUPERIOR COURT JUDGE
28