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Attorneys for Plaintiff EVA ROCKWELL
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

EVA ROCKWELL on behalf of herself and all
others similarly situated

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC., a California corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No.CVCV21-0197240-001

Assigned For All Purposes To:

Judge: Hon. Tamara L. Wood

Dept.: 8

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

WHEREAS, this action is pending before this Court as a putative class action (the
“Action”); and

WHEREAS, Plaintiff, through an unopposed Motion for Final Approval, has applied to
this Court for an order preliminarily approving the settlement of the Action in accordance with

1 the Stipulation of Settlement (hereinafter “Settlement Agreement”), and any exhibit annexed
2 thereto, which sets forth the terms and conditions for a proposed settlement and final resolution
3 of the Action upon the terms and conditions set forth therein; and the Court having read and
4 considered the Settlement Agreement and the exhibit annexed thereto;

5 NOW, THEREFORE, IT IS HEREBY ORDERED:

6 1. This Order incorporates by reference the definitions in the final version of the
7 Settlement Agreement which has been filed with the Court and all terms defined therein shall
8 have the same meaning in this Order as set forth in the Settlement Agreement;

9 2. This Court has jurisdiction over the subject matter of this litigation and over the
10 Parties to this litigation, including all Class Members;

11 3. The Court grants Final Approval to and Certifies the Class for purposes of
12 Settlement only. The Class is defined as: all current and former non-exempt employees
13 employed by California Mentor Family Home Agency, LLC in California at any time from May
14 5, 2017 through December 20, 2022

15 4. Court finds “Aggrieved Employees” means Class Members who, regardless of
16 whether they submit a Request for Exclusion, worked for Defendant at any time from May 4,
17 2020 through December 20, 2022.

18 5. The Court finds the distribution of the Notice of Pendency of Class Action and
19 Proposed Settlement and Notice of Settlement Award (Notice Packet) has been completed. The
20 Class Notice constituted notice that was reasonably calculated under the circumstances to apprise
21 Class Members of the pendency of the Action, the Settlement and its terms, and their right to
22 exclude themselves from or object to the proposed Settlement and to appear at the Final
23 Approval Hearing. The Notice Packet was reasonable and constituted due, adequate, and
24 sufficient notice to all persons entitled to receive notice and met all applicable requirements of
25 due process, and any other applicable rules or law. The Notice Packet fully satisfies due process
26 requirements. The Notice Packet was sent via U.S. Mail to all persons entitled to such notice and
27 to all Class Members who could be identified through reasonable effort. As executed, the Class
28 Notice was the best notice practicable under the circumstances.

1 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
2 has been provided timely and adequate notice of the proceedings in this matter and has made no
3 objections to the proceedings or to the Settlement of this matter.

4 7. The Court finds that there has been 1 Request for Exclusion, 1 Objection,
5 and no Disputes regarding workweeks in this matter.

6 8. Court hereby approves the terms set forth in the Settlement Agreement and finds
7 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
8 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
9 Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length
10 negotiations. The Court further finds that the Parties have conducted extensive investigation and
11 research, and their attorneys were able to reasonably evaluate their respective positions. The
12 Court also finds that settlement now will avoid additional and potentially substantial litigation
13 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
14 reviewed the monetary recovery being provided as part of the Settlement and recognizes the
15 significant value accorded to Class Members.

16 9. Neither this Settlement Agreement nor this Order is an admission by Defendant
17 or a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
18 Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to
19 carry out the Settlement Agreement, may be construed as, or may be used as, an admission of
20 any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant

21 10. Defendant shall fund the Settlement, and the Settlement Administrator will
22 distribute settlement payments, pursuant to the procedures described in the Settlement
23 Agreement.

24 11. The Court confirms Named Plaintiff Eva Rockwell as Class Representative and
25 hereby approves the Class Representative Service Award of Seven Thousand Five Dollars
26 (\$7,500) for her services to the Class. The Court finds that this amount is fair and reasonable in
27 light of Plaintiff’s contribution to this litigation and risks absorbed. The payment of the Class
28 Representative Service Award shall be made in accordance with the terms of the Settlement.

1 12. The Court hereby confirms James R. Hawkins, Isandra Fernandez and Lance
2 Dacre of the law firm of James Hawkins, as Class Counsel for the Class.

3 13. The Court hereby awards attorneys' fees in the amount of Two Hundred Twenty-
4 Five Thousand Dollars (\$225,000) and Class Counsel Attorneys' Expenses and Costs of not
5 more than Seven Thousand One Hundred Ninety Dollars and Eighty- Eight Cents (\$7,179.88).
6 The Court finds that the attorneys' fees and costs requested were reasonable in light of the
7 relevant factors under California law. The payment of fees and costs to Class Counsel shall be
8 made in accordance with the terms of the Settlement.

9 14. The Court grants final approval of the payment of Seventy Five Thousand Dollars
10 (\$75,000), of which 25% (\$18,750.00) will be allocated to the Aggrieved Employees ("PAGA
11 Amount") and 75% (\$56,250.00) to LWDA (the "LWDA" or "LWDA Payment") in settlement
12 of PAGA claims The payments authorized by this paragraph shall be made in accordance with
13 the terms of the Settlement.

14 15. The Court further approves the payment of Fifteen Thousand Dollars
15 (\$15,000) to ILYM Group, Inc. as the Settlement Administrator for the fees and costs of
16 administering the settlement as set forth in the Settlement Agreement. The payment authorized
17 by this paragraph shall be made in accordance with the terms of the Settlement.

18 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
19 fees, or for any other charge, expense, or liability, except as provided in the Settlement
20 Agreement.

21 17. This "Judgment" is intended to be a final disposition of the above-captioned
22 action in its entirety and is intended to be immediately appealable.

23 18. Pursuant to California Rule of Court 3.769(h), the Court shall have and retain
24 continuing jurisdiction over this action and the parties and Class Members, including after the
25 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
26 and intent of the Settlement Agreement and this Order.

27 19. The Settlement Administrator shall inform the Class Members of this Order and
28

Judgment by posting this Judgment on its website within ____ calendar days after entry of this Order.

20. The Court sets a Final Accounting Hearing on _____ 2024, at _____.

21. Counsel shall submit a Final Accounting Report at least ____calendar days prior to the date of the Status Conference for Final Accounting

IT IS SO ORDERED.

Dated: _____

Hon. Tamara L. Wood
Judge of the Shasta County Superior Court