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

CAMISHA PASCASCIO, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

**EPIC CONTRACT AND PERMANENT
PLACEMENT STAFFING, INC.**, a
California corporation; **MEK LONG BEACH,
LLC**, a California limited liability company;
**NORWALK SKILLED NURSING &
WELLNESS CENTRE, LLC**, a California
limited liability company; **COUNTRY VILLA
NURSING CENTER, INC.**, a California
corporation; **PC CARE LLC**, a California
limited liability company; and **DOES 1-50**,

Defendants.

FILED
Superior Court of California
County of Los Angeles
06/27/2024
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

Case No.: 21STCV26367

[Assigned for all purposes to the Honorable
David S. Cunningham]

CLASS ACTION

**[PROPOSED] REVISED FINAL
ORDER APPROVING CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE; AND JUDGMENT**

Date June 24, 2024
Time: 10:00 a.m.
Dept. SS11

1 The above-referenced class action (“Action”) against Settling Defendants MEK Long
2 Beach, LLC (“MEK”) and PC Care LLC (“PC Care”) having come before the Court on June 24,
3 2024, for a hearing and Final Order Approving Class Settlement and Judgment (“Final Order”),
4 consistent with the Court’s Preliminary Approval Orders filed and entered October 9, 2023 and
5 November 29, 2023 (collectively, the “Preliminary Approval Order”), and as set forth in the Class
6 Action and PAGA Settlement Agreement and Class Notice, the Stipulation re Modification of
7 Class Action and PAGA Settlement and Class Notice, the Second Stipulation re Modification of
8 Class Action and PAGA Settlement and Class Notice, the Third Stipulation re Modification of
9 Class Action and PAGA Settlement and Class Notice, the Fourth Stipulation re Modification of
10 Class Action and PAGA Settlement and Class Notice, and the Fifth Stipulation re Modification of
11 Class Action and PAGA Settlement and Class Notice, all attached as Exhibits 3-6 to the original
12 Declaration of Jeremy F. Bollinger in Support of Final Approval, Exhibit 8 to the Supplemental
13 Declaration of Jeremy F. Bollinger, and Exhibit 12 to the Second Supplemental Declaration of
14 Jeremy F. Bollinger, and the Exhibits attached thereto (hereafter collectively, the “Settlement
15 Agreement”) in the Action, and due and adequate notice having been given to all Class Members,
16 and Aggrieved Employees, as required in the Preliminary Approval Order, and the Court having
17 considered all papers filed and proceedings had herein and otherwise being fully informed and
18 good cause appearing therefore,

19 **THE COURT HEREBY ORDERS AS FOLLOWS:**

- 20 1. The Court grants Plaintiff leave to file the overlength brief attached to the Motion.
- 21 2. For purposes of this Final Order, the Court incorporates by reference the
22 definitions in the Settlement Agreement, and all defined terms herein shall have the same
23 meaning as set forth in the Settlement Agreement.
- 24 3. Consistent with the definitions in the Settlement Agreement, the term “Class” is
25 defined as all persons who were assigned by Epic Contract and Permanent Placement Staffing,
26 Inc. (“Epic”) to perform services as a Registered Nurse, Licensed Vocational Nurse, Certified
27 Nursing Assistant or in any other healthcare position for PC Care and/or MEK and (1) were
28 classified by Epic as an independent contractor at any time between July 16, 2017 and the end of

1 the Class Period or (2) were classified by Epic as an employee of Epic at any time between
2 January 7, 2018 through the end of the Class Period. “Class Period” means the period from July
3 16, 2017 through February 24, 2023, for Class Members who were classified as independent
4 contractors by Epic Contract and Permanent Placement Staffing, Inc. and January 7, 2018 through
5 February 24, 2023, for Class Members who were classified as employees by Epic Contract and
6 Permanent Placement Staffing, Inc. “Aggrieved Employees” are all persons who were assigned
7 by Epic Contract and Permanent Placement Staffing, Inc. (“Epic”) to perform services as a
8 Registered Nurse, Licensed Vocational Nurse, Certified Nursing Assistant or in any other
9 healthcare position for PC Care and/or MEK and (1) were classified by Epic as an independent
10 contractor at any time during the PAGA Period or (2) were classified by Epic as an employee of
11 Epic at any time during the PAGA Period. “PAGA Period” means the period from June 1, 2020 to
12 February 24, 2023. For purposes of the Settlement and this Final Order, “Released Parties” shall
13 mean Defendant PC Care and each of its former and present directors, officers, shareholders,
14 owners, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
15 and affiliates; and, Defendant MEK and each of its former and present directors, officers,
16 shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns,
17 subsidiaries, and affiliates.

18 4. This Court has jurisdiction over the subject matter of this Action and over all
19 Parties to this Action, including all Settlement Class Members.

20 5. Distribution of the Notice directed to the Settlement Class Members as set forth
21 in the Settlement Agreement and the other matters set forth therein has been completed in
22 conformity with the Preliminary Approval Order, including individual notice to all Settlement
23 Class Members who could be identified through reasonable effort, and the best notice
24 practicable under the circumstances, including by publication. The Notice provided due and
25 adequate notice of the proceedings and of the matters set forth therein, including the proposed
26 Settlement set forth in the Settlement Agreement, to all persons entitled to such Notice, and the
27 Notice fully satisfied the requirements of due process. All Participating Class Members,
28 Aggrieved Employees, Released Claims and Released PAGA Claims are covered by and

1 included within the Settlement and this Final Order.

2 6. The Court hereby finds the Settlement was entered into in good faith pursuant to
3 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
4 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
5 standards and applicable requirements for final approval of this Class Action and PAGA
6 Settlement under California law, including the provisions of California Code of Civil Procedure
7 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
8 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

9 7. The Court hereby approves the Settlement set forth in the Settlement Agreement,
10 and finds that the Settlement, including the non-reversionary Gross Settlement Amount (which
11 is One Hundred Thirty-Two Thousand Five Hundred Dollars (\$132,500.00)—Fifty-Five
12 Thousand Dollars (\$55,000.00) by PC Care and Seventy-Seven Thousand Five Hundred Dollars
13 (\$77,500.00) by MEK—is, in all respects, fair, adequate and reasonable, and directs the Parties
14 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
15 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
16 further finds that the Parties have conducted extensive investigation and research, and counsel
17 for the Parties are able to reasonably evaluate their respective positions. The Court also finds
18 that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and
19 risks that would be presented by the further prosecution of the Action. The Court has reviewed
20 the benefits that are being granted as part of the Settlement and recognizes the significant value
21 to the Settlement Class Members. The Court also finds that the Class is properly certified as a
22 class for settlement purposes only.

23 8. As of the date of entry of this Final Order, each and every Released Claim (as
24 defined in the Settlement Agreement and set forth below) of each and every Participating
25 Settlement Class Member and the Released PAGA Claims of each and every Aggrieved
26 Employee is and shall be deemed to be conclusively released as against the Released Parties. As
27 of the date of this Final Order, the Class Representative, and each and every Settlement Class
28 Member who has not submitted a valid request for exclusion (“Participating Settlement Class

1 Member(s)”) shall be deemed to fully forever, irrevocably and unconditionally release, and
2 discharge Defendants and the Released Parties from all claims under state, federal, and local
3 law arising out of the allegations made in the Action as to Defendants MEK and PC Care and
4 that reasonably arise or could have arisen out of the facts alleged in the Action with respect to
5 Defendants MEK and PC Care as to the Class Members only with regard to those claims for or
6 related to alleged unpaid overtime wages, meal and rest period violations, inaccurate wage
7 statements, failure to timely pay wages at separation of employment, unfair competition, unfair
8 business practices, unlawful business practices, fraudulent business practices, and PAGA claims
9 for civil penalties due to any of the same alleged Labor Code violations during the Class Period
10 listed above, interest, fees, costs. In addition, all Aggrieved Employees shall be deemed to fully
11 and forever, irrevocably and unconditionally release, and discharge the Released Parties from
12 any and all claims for violation of the California Private Attorneys General Act of 2004 (Labor
13 Code § 2698, et seq.), predicated on the facts and/or claims alleged in the Action and/or any
14 PAGA letter as to Defendants MEK and PC Care sent to the LWDA by Plaintiff or in any way
15 premised in whole or in part on any of the Released Class Claims that arose at any time during
16 the PAGA Period. Neither the Settlement nor any of the terms set forth in the Settlement
17 Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Final
18 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants,
19 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
20 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
21 may be construed as, or may be used as, an admission by or against Defendants, or any of the
22 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
23 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
24 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
25 with regard to the denials or defenses by Defendants, or any of the other Released Parties, and
26 shall not be offered in evidence in any action or proceeding in any court, administrative agency
27 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
28 Order, the Settlement Agreement, the Released Claims and Released PAGA Claims, or any

1 related agreement or release. Notwithstanding these restrictions, any of the Released Parties
2 may file in the Action, or submit in any other proceeding, the Final Order, the Settlement
3 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
4 to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or
5 issue preclusion or similar defense as to the Released Claims and Released PAGA Claims.

6 9. The Court hereby enters judgment as to all claims against Settling Defendants
7 MEK and PC Care as of the filing date of this Final Order, pursuant to the terms set forth in the
8 Settlement Agreement. Without affecting the finality of this Final Order in any way, the Court
9 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement
10 of the Settlement and all orders entered in connection therewith pursuant to California Code of
11 Civil Procedure section 664.6.

12 10. The Court finds the settlement payments provided for under the Settlement to be
13 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
14 payments to be made and administered in accordance with the terms of the Settlement
15 Agreement.

16 11. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, and Ari E.
17 Moss of Moss Bollinger LLP as Class Counsel in the Action.

18 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
19 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
20 the amount of \$44,166.67, and attorneys' costs in the amount of \$15,029.54 from the Gross
21 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
22 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
23 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
24 Paragraph shall be administered pursuant to the terms of the Settlement Agreement and
25 transferred and/or made payable to Class Counsel in the Action.

26 13. The Court also hereby approves and orders a service award to Plaintiff and Class
27 Representative Camisha Pascascio in the amount of \$5,000.00 from the Gross Settlement
28 Amount.

14. The Court also hereby approves and orders payment in the amount of \$3,000.00 from the Gross Settlement Amount for 75% of the PAGA penalties, payable to the California Labor Workforce Development Agency ("LWDA"). The Court finds and determines that the parties have satisfied the requirements of Section 2699(l)(2) of PAGA, by submitting the Settlement Agreement to the LWDA.

15. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual Administration Costs incurred by the Settlement Administrator, Phoenix Settlement Administrators, in the amount of \$8,646.66.

16. The Court orders that all funds that the Administrator is unable to disburse due to the lack of Social Security Numbers and/or mailing addresses and which remain after the 180-day period for Settlement Class Members to cash their settlement checks should be transferred to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual Participating Class Members for the following individuals:

Name	Remaining \$ Amt
Khadijah Hinks	\$202.34
Terrell Lightburn	\$292.85
Beatriz Lenon Tapia	\$508.22
Carla Cedano	\$754.81
Ladeen Lewis	\$1,257.39
Mary Okoye	\$1,288.61
Jasmin Garcia	\$1,329.23
Tanya Gutierrez	\$1,991.02
Lucky Ogbeni	\$2,649.68
Jada Turnley	\$3,114.78
Jesus Dealba	\$3,420.80
Mischka Mendoza	\$4,273.02
Jennifer Henry	\$5,165.73
Sharon Estrada	\$6,501.85

17. The Court also hereby approves and orders that any monies remaining in the distribution account from uncashed checks by class members other than those identified in paragraph 16 after the void date shall be distributed to Bet Tzedek Free Legal Services for the benefit of the Bet Tzedek Employment Rights Clinic pursuant to California Civil Procedure Code

1 § 384(b).

2 18. The Court also hereby finds and orders that the Settlement Agreement is and
3 constitutes a fair, adequate, and reasonable compromise of the Released Claims, including
4 Released PAGA Claims against Defendants and the Released Parties.

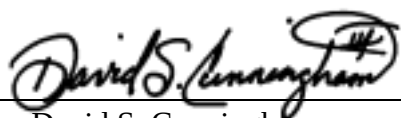
5 19. Provided the Settlement becomes effective under the terms of the Settlement
6 Agreement, the Court also hereby orders that Defendants will pay the Gross Settlement Amount
7 to the Settlement Administrator within fourteen (14) calendar days of the Effective Date defined
8 in the Settlement Agreement, and that the Settlement Administrator will mail the Court-approved
9 Individual Settlement Payments to Settlement Class Members and Aggrieved Employees within
10 fifteen (15) calendar days after such payment is received by the Settlement Administrator. Within
11 twenty (20) calendar days of Defendants' funding of the Settlement, the Settlement Administrator
12 will mail all Court-approved payments to Class Counsel and the LWDA.

13 20. The Court also hereby finds that there were no objections to the Settlement raised
14 by any person on the record at the hearing on the Final Order.

15 21. The Court orders class counsel to file a final report summarizing all distributions
16 made under the approved settlement, supported by declarations. The Court sets a non-appearance
17 date for submission of a final report and amended judgment for March 24, 2025.

18 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

19 Dated: 06/27/2024

20 
21 Hon. David S. Cunningham
22 Judge of the Superior Court
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