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

GEANEE COLEMAN, individually, and on
behalf of other members of the general public
similarly situated; CHELSEA HANSEN,
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;

Plaintiffs,

vs.

ALEGRECARE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG20063958

Honorable Noël Wise
Department 21

CLASS ACTION

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

Complaint Filed: June 8, 2020
FAC Filed: August 21, 2020
SAC Filed: May 3, 2023

Trial Date: None Set

1 This matter came before the Honorable Noël Wise, whose courtroom is located in
2 Department 21 of the above-entitled Court, located at 1221 Oak Street, Oakland, CA 94612, on
3 April 12, 2024 at 9:00 a.m. for Plaintiff Geanee Coleman’s (“Plaintiff Coleman”) and Plaintiff
4 Chelsea Hansen’s (“Plaintiff Hansen”) (together, “Plaintiffs”) Motion for Final Approval of
5 Class Action, Attorneys’ Fees and Costs, and Enhancement Payments (“Motion for Final
6 Approval”). Lawyers for Justice, PC appeared on behalf of Plaintiffs, and CDF Labor Law LLP
7 appeared on behalf of Defendant Alegrecare, Inc. (“Defendant”).

8 On November 6, 2023, the Court entered an Order Granting Preliminary Approval of
9 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled (“Action”) in accordance with the First Amended
11 Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement,” “Amended
12 Agreement,” or “Amended Settlement Agreement”) entered into by and between Plaintiffs and
13 Defendant, which, together with the exhibits annexed thereto set forth the terms and conditions
14 for settlement of the Action (“Settlement”).

15 Having reviewed the Amended Settlement Agreement and duly considered the parties’
16 papers and oral argument, and good cause appearing,

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

18 1. This Order incorporated by reference the definitions in the Amended Settlement
19 Agreement and the Preliminary Approval Order, and all capitalized terms used, but not defined,
20 herein, shall have the same meanings as in the Amended Settlement Agreement.

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

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

27 The Class is hereby defined to include:

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1 All current and former hourly-paid or non-exempt employees who worked
2 for Defendant within the State of California at any time during the Class
3 Period (“Class” or “Class Members”).

4 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
5 Class Members, fully and accurately informed the Class Members of all material elements of
6 the Settlement and of their opportunity to participate in, object to or comment thereon, or to
7 seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
8 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of
9 the State of California, the United States Constitution, due process and other applicable law.
10 The Class Notice fairly and adequately described the Settlement and provided Class Members
11 with adequate instructions and a variety of means to obtain additional information.

12 5. Pursuant to California law, the Court hereby grants final approval to the
13 Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a
14 whole. More specifically, the Court finds that the Settlement was reached following meaningful
15 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
16 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
17 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
18 Court has considered all of the evidence presented, including evidence regarding the strength of
19 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration
20 of further litigation; the amount offered in the Settlement; the extent of investigation and
21 discovery completed; and the experience and views of Class Counsel. The Court has further
22 considered the absence of any objections to the Settlement submitted by Class Members.
23 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
24 Amended Settlement Agreement and the following terms and conditions.

25 6. A full opportunity has been afforded to Class Members to participate in the Final
26 Approval Hearing, and all Class Members and other persons wishing to be heard have been
27 heard. The Court also finds that Class Members also have had a full and fair opportunity to
28 exclude themselves from the Settlement. Accordingly, the Court determines that all Class

Members who did not submit a timely and valid Request for Exclusion to the Settlement Administrator (“Settlement Class Member”) are bound by the Settlement and by this order and judgment (“Final Approval Order and Judgment”).

7. The Court finds that payment of Settlement Administration Costs in the amount of \$13,000.00 is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Settlement Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$13,000.00, in accordance with the terms and methodology set forth in the Amended Settlement Agreement.

8. The Court finds that the Enhancement Payments, in the amount of \$7,500.00 each, to Plaintiffs, are fair and reasonable for the work performed by Plaintiffs on behalf of the Class, and the State of California. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 each, to Plaintiffs for their Enhancement Payments, according to the terms set forth in the Amended Settlement Agreement.

9. The Court finds that the allocation of \$300,000.00 toward penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Penalties”), is fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the amount of \$225,000.00 to the California Labor and Workforce Development Agency, and the amount of and the amount of \$75,000.00 to be included in the Net Settlement Amount for distribution to Settlement Class Members, according to the terms and methodology set forth in the Amended Settlement Agreement.

10. The Court finds that attorneys’ fees in the amount of \$525,000.00 to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$525,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and methodology set forth in the Amended Settlement Agreement.

11. The Court finds that reimbursement of litigation costs and expenses in the amount of \$11,425.35 to Class Counsel is reasonable, and hereby approved. It is hereby ordered

1 that the Settlement Administrator issue payment in the amount of \$11,425.35 to Class Counsel
2 for reimbursement of litigations costs and expenses, in accordance with the terms and
3 methodology set forth in the Amended Settlement Agreement.

4 12. The Court hereby enters Judgment by which, upon Effective Date and payment
5 by Defendant to the Settlement Administrator of the full amount of the Maximum Settlement
6 Amount (i.e., \$1,500,000.00) and Employer Taxes, Plaintiffs and Settlement Class Member will
7 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
8 discharged the Released Parties and Released Claims as set forth in the Amended Settlement
9 Agreement and Class Notice.

10 13. It is hereby ordered that Defendant shall fund one-half (i.e., \$750,000.00) of the
11 Maximum Settlement Amount together with an amount sufficient to pay Employer Taxes
12 pursuant to the Settlement Administrator's wire instructions within ten (10) calendar days
13 following the Effective Date, in accordance with the Amended Settlement Agreement ("First
14 Installment").

15 14. It is hereby ordered that Defendant shall fund the remaining one-half (i.e.,
16 \$750,000.00) of the Maximum Settlement Amount pursuant to the Settlement Administrator's
17 wire instructions within nine (9) months of the First Installment ("Second Installment").

18 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
19 Settlement Payment to Settlement Class Member, the Enhancement Payments to Plaintiffs, the
20 LWDA Payment to the LWDA, the Attorneys' Fees and Costs to Class Counsel, and the
21 Settlement Administration Costs to the Settlement Administrator within fifteen (15) calendar
22 days following the Second Installment, according to the methodology and terms set forth in the
23 Amended Settlement Agreement.

24 16. It is hereby ordered that any and all Individual Settlement Payment checks issued
25 to Settlement Class Member that are not cashed, deposited, or otherwise negotiated within one
26 hundred eighty (180) calendar days from the date of their mailing will be cancelled and the funds
27 associated with such cancelled checks will be distributed in accordance with Code of Civil
28 Procedure Section 384 to Legal Aid at Work.

1 17. After entry of this Final Approval Order and Judgment, pursuant to California
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
3 implement, and enforce the Amended Settlement Agreement and this Final Approval Order and
4 Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to
5 supervise and adjudicate any dispute arising from or in connection with the distribution of
6 settlement benefits.

7 18. Notice of entry of this Final Approval Order and Judgment shall be given by
8 posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's
9 website for a period of at least sixty (60) calendar days after the date of entry of this Final
10 Approval Order and Judgment. Individualized notice is not required to the Class.

11 19. Pursuant to California Code of Civil Procedure section 384, no later than five (5)
12 calendar days before the Final Compliance Hearing, the parties shall submit a report to the Court
13 specifying, among other things, the total amount paid to Settlement Class Members the leftover
14 residual of settlement funds that will be paid to the entities identified as recipients of such funds
15 in the Settlement Agreement, and the amount of the portion of attorneys' fees that were held
16 back, along with a proposed amended judgment containing language addressing the tentative
17 transmission of the leftover residual funds to the entities identified as recipients of such funds in
18 the Settlement Agreement and also the release of the portion of the attorneys' fees that were held
19 back. No later than five (5) calendar days after receipt of notice of the entry of the amended
20 judgment, Class Counsel shall submit the amended judgment to the Judicial Council, pursuant to
21 California Code of Civil Procedure section 384.5.

22 20. A Final Compliance Hearing is set for _____ at
23 _____ a.m. / p.m. in Department 21.

24 **IT IS SO ORDERED.**

25
26 DATE: _____

HONORABLE NOËL WISE
JUDGE OF THE SUPERIOR COURT