

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com

Attorneys for Plaintiffs and the Class

[Additional Attorneys on Next Page]

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

COORDINATION PROCEEDING
SPECIAL TITLE (RULE 3.550)

HUMANO WAGE AND HOUR CASES

INCLUDED ACTIONS:

HINES V. HUMANO LLC

EMMENS V. HUMANO LLC

THURMAN V. HUMANO LLC

JUDICIAL COUNCIL COORDINATION
PROCEEDING

No. 5240

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
No. 34-2022-00313411

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO
No. CV2021-2225

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
No. CIVSB2227784

*[Assigned for all purposes to Hon. Daniel M.
Wolk, Dept. 8]*

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

Date: December 20, 2024
Time: 10:30 a.m.
Dept.: 8

1 William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
2 **POLARIS LAW GROUP**
3 501 San Benito Street, Suite 200
Hollister, CA 95023
4 (831) 531-4214
(831) 634-0333 facsimile

5 Paul K. Haines (State Bar No. 248226)
phaines@haineslawgroup.com
6 Sean M. Blakely (State Bar No. 264384)
7 sblakely@haineslawgroup.com
8 **HAINES LAW GROUP, APC**
2155 Campus Drive, Suite 180
9 El Segundo, California 90245
Tel: (424) 292-2350
10 Fax: (424) 292-2355

11 James R. Hawkins, Esq. (State Bar No. 192925)
12 Gregory Mauro, Esq. (State Bar No. 222239)
Michael Calvo, Esq. (State Bar No. 314986)
13 Lauren Falk, Esq. (State Bar No. 316893)
Ava Issary, Esq. (State Bar No. 342252)
14 **JAMES HAWKINS APLC**
9880 Research Drive, Suite 200
15 Irvine, CA 92618
16 Tel.: (949) 387-7200
Fax: (949) 387-6676
17 Email: James@jameshawkinsaplc.com
18 Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
19 Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com
20

21 Attorneys for Plaintiffs and the Class
22
23
24
25
26
27
28

1 This matter for an order granting final approval of the settlement set forth in the Joint
2 Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”), and due and
3 adequate notice having been given to the Class Members as required in the Preliminary Approval
4 Order, and the Court having considered all papers filed and proceedings had herein and
5 otherwise being fully informed of the premises and good cause appearing therefor, it is

6 ORDERED, ADJUDGED AND DECREED THAT:

7 1. Plaintiffs’ Motion for Final Approval of Class and Representative Action
8 Settlement is hereby granted. All terms used herein shall have the same meaning as defined in
9 the Settlement Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 parties to this litigation, including Plaintiffs Michael Emmens, Jermaine Hines, and Doris
12 Thurman (“Plaintiffs”), Defendant Humano, LLC (“Defendant” or “Humano”), all Participating
13 Class Members and Aggrieved Employees.

14 3. Distribution of the Notice directed to the Class Members as set forth in the
15 Settlement Agreement and the other matters set forth therein has been completed in conformity
16 with the Preliminary Approval Order, including individual notice to all Class Members who
17 could be identified through reasonable effort, and was the best notice practicable under the
18 circumstances. This Notice provided due and adequate notice of the proceedings and of the
19 matters set forth therein, including the proposed settlement set forth in the Settlement
20 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
21 of due process. No Class Members objected to the Settlement Agreement. One (1) Class
22 Member submitted a valid request for exclusion.

23 4. This Court hereby approves the settlement set forth in the Settlement Agreement
24 and finds that the Settlement is in all respects fair, adequate and reasonable, and directs the
25 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement
26 has been reached as a result of intensive, serious and non-collusive arms-length negotiations.
27 The Court further finds that the Parties have conducted extensive and costly investigation and
28 research and counsel for the Parties are able to reasonably evaluate their respective positions.
The Court also finds that settlement at this time will avoid additional substantial costs, as well as

1 avoid the delay and risks that would be presented by the further prosecution of the Action. The
2 Court has reviewed the monetary recovery that is being granted as part of the settlement and
3 recognizes the significant value to the Participating Class and to the Aggrieved Employees of
4 that monetary recovery. The Court finds that the Class is properly certified as a class for
5 settlement purposes only.

6 5. For purposes of this Judgment, the term “Class” means all current and former
7 non-exempt employees who worked for Defendant in the State of California at any time from
8 December 17, 2017, through October 5, 2023. The term “Aggrieved Employees” all current and
9 former non-exempt employees who worked for Defendant in the State of California at any time
10 from December 10, 2020, through October 5, 2023

11 7. The term “Participating Class Member” means a Class Member who has not
12 timely and validly requested exclusion from the Settlement.

13 8. Upon the Effective Date, Plaintiffs and Participating Class Members as well as
14 their heirs, executors, administrators, trustees, and/or permitted assigns, hereby do and shall be
15 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
16 discharged, to the fullest extent possible, any and all of the Released Parties from all claims that
17 were or could have been asserted under the facts alleged in the operative complaints of the
18 Coordinated Action for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3, 226.7,
19 246, 510, 512, 558, 558.1, 1194, 1198, and 2802, Business and Professions Code § 17200, et
20 seq., and claims based on any of the statutory provisions identified herein, including claims for
21 costs and attorneys' fees related thereto, that accrued during the Released Claims Period
(December 17, 2017, though October 5, 2023).

22 9. Upon the Effective Date, Plaintiffs and all Aggrieved Employees shall be deemed
23 to have released the Released Parties from all claims for civil penalties under the California Private
24 Attorneys General Act for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246,
25 510, 512, 558, 558.1, 1194, 1198, and 2802, including claims for costs and attorneys' fees related thereto,
26 that accrued during the PAGA Period (December 10, 2020, though October 5, 2023).

27 10. Defendant shall deposit the Gross Settlement Amount of One Million Five
28 Hundred Thousand Dollars (\$1,500,000.00) with the Settlement Administrator, pursuant to the

1 terms of the Settlement Agreement. From the Gross Settlement Amount, the Court hereby
2 awards the following:

- 3 a. Class Counsel Award in the amount of Five Hundred Thousand Dollars
4 and Thirty-Three Cents (\$500,000.00) and reimbursement of costs in the
5 amount of Fifty-Five Thousand Three Hundred Twenty Dollars and Three
6 Cents (\$55,320.03). Except as otherwise provided in the Settlement
7 Agreement, the Parties are to bear their own costs and attorneys' fees;
- 8 b. Enhancement Payments in the amount of Ten Thousand Dollars
9 (\$10,000.00) to each Class Representative (\$30,000 total);
- 10 c. Payment to the LWDA in the amount of Seventy-Five Thousand Dollars
11 (\$75,000.00) and payment to Aggrieved Employees in the amount of
12 Twenty-Five Thousand Dollars (\$25,000.00); and
- 13 d. Payment of claims administration expenses in the amount of Forty-Four
14 Thousand Five Hundred Dollars (\$44,500.00) to Phoenix Settlement
15 Administrators.

16 The Court finds that these amounts are fair and reasonable. The Settlement Administrator is
17 directed to make such payments in accordance with the terms of the Settlement Agreement.

18 11. The Court approves the Individual Settlement Payment and PAGA payment
19 amounts, which shall be distributed by the Settlement Administrator pursuant to the terms of the
20 Settlement Agreement. Any checks issued by the Settlement Administrator will be negotiable for
21 one hundred and eighty (180) calendar days after the postmarked date of their initial mailing. All
22 uncashed or undeliverable settlement checks will expire after one hundred and eighty (180)
23 calendar days. Those funds represented by settlement checks returned as undeliverable and those
24 settlement checks remaining un-cashed for more than one hundred and eighty (180) calendar
25 days after issuance will be transmitted to the following *cy pres* recipient: Legal Aid at Work.

26 12. Judgment in this matter is entered in accordance with the terms of the Settlement
27 Agreement, the Court's Preliminary Approval Order, and this Final Approval Order against
28 Defendant in favor of Plaintiffs and the Class Members. This document shall constitute a

1 Judgment for purposes of California Rule of Court 3.769(h). This Judgment is intended to be a
2 final disposition of the above-captioned action in its entirety.

3 13. Without affecting the finality of this Final Judgment in any way, this Court hereby
4 retains continuing jurisdiction with respect to all matters related to the interpretation,
5 implementation, and enforcement of the Settlement Agreement and all orders and judgments
6 entered in connection therewith, as well as and any and all claims, asserted in, arising out of, or
7 related to the subject matter of the Action, including but not limited to all matters related to the
8 Settlement and the determination of all controversies relating thereto.

9
10 DATED: _____

11 HON. DANIEL M. WOLK
12 SUPERIOR COURT OF CALIFORNIA
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28