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Attorneys for Plaintiffs Donald Hollingsworth and Lutricia Randolph, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DONALD HOLLINGSWORTH, an individual;
LUTRICIA RANDOLPH, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

WESTCARE CALIFORNIA, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. BCV-22-100324

Assigned For All Purposes To:
Hon. David Zulfa
Division J

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT RE FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 26, 2023
Division: J

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on October 26, 2023, the Kern County Superior Court,
3 through the Honorable Judge David Zulfa in Department J, entered an Order and Judgment Re
4 Final Approval of Class Action Settlement.

5 A true and correct copy of the Court's Order Granting Plaintiffs' Motion for Final
6 Approval of Class Action Settlement and Entering Judgment is attached hereto as Exhibit A.
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EXHIBIT A

FILED

KERN COUNTY SUPERIOR COURT
10/26/2023BY Urena, Veronica
DEPUTYSUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

DONALD HOLLINGSWORTH, an
individual; LUTICIA RANDOLPH, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

WESTCARE CALIFORNIA, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-22-100324

*Assigned For All Purposes To
Division J***~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT
AND ENTERING JUDGMENT**

1 **ORDER AND JUDGMENT**

2 This matter came on for hearing in Division J of the above-captioned Court for Plaintiffs' Motion
3 for Final Approval of Class Action Settlement, following this Court's Order Granting Preliminary
4 Approval and the Parties' Joint Stipulation of Class Action Settlement ("Settlement Agreement" or
5 "Settlement), a copy of which was filed in conjunction with the Plaintiff's Motion for Final Approval of
6 Class Action Settlement.

7 This ORDER AND JUDGEMENT incorporates by reference the definitions in the Settlement
8 Agreement, and all terms defined therein shall have the same meaning as set forth in the Settlement.

9 Having received and considered the Settlement Agreement, the supporting papers filed by the
10 Parties, the evidence and argument received by the Court in conjunction with the Motion for Preliminary
11 Approval of Class Action Settlement, and the instant Motion for Final Approval, the Court grants final
12 approval of the Settlement Agreement and HEREBY ORDERS AND MAKES THE FOLLOWING
13 DETERMINATIONS:

14 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to each
15 Settlement Class Member by first-class mail. These papers informed the Settlement Class of the terms of
16 the Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on or
17 object to the Settlement, (b) to request exclusion from the Settlement and pursue their own remedies, and
18 (c) of their right to appear in person or by counsel at the final approval hearing and to be heard regarding
19 approval of the Settlement. Adequate periods of time were provided by each of these procedures. No
20 member of the Class filed written objection to the proposed Settlement as part of this notice process. No
21 member of the Class stated an intention to appear at the final approval hearing.

22 2. The Court finds and determines that this notice procedure afforded adequate protections to
23 Settlement Class Members and provides the basis for the Court to make an informed decision regarding
24 approval of the Settlement based on the responses of the Settlement Class. The Court finds and determines
25 that the notice provided in this case was the best notice practicable, which satisfied the requirements of
26 law and due process.

3. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and representative capacities for the Class.

4. The Court has certified a Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as all current and former non-exempt hourly employees who are or were employed by Defendant WestCare California, Inc. in California and recorded work during the Class Period of March 1, 2019 through March 31, 2023, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court hereby confirms Aegis Law Firm, PC and Shanberg Stafford LLP as Class Counsel.

6. The Court hereby confirms Plaintiffs Donald Hollingsworth and Luticia Randolph (“Plaintiffs”) as the Class Representatives in this Action.

7. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement Agreement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to

1 continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the
2 Settlement and recognizes the significant value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair, reasonable
4 and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement
5 Agreement is ordered finally approved, and that all terms and provisions of the Settlement should be and
6 hereby are ordered to be consummated.

7 9. The Court hereby approves the Gross Settlement Amount of \$765,000.00.

8 10. The Court finds and determines that the Individual Settlement Payments to be paid to
9 participating Settlement Class Members as provided for by the Settlement are fair and reasonable. The
10 Court hereby gives final approval to and orders the payment of those amounts be made to the participating
11 Settlement Class Members in accordance with the Settlement Agreement.

12 11. The Court finds and determines that payment to the California Labor and Workforce
13 Development Agency for as its share of the settlement of civil penalties in this case is fair, reasonable,
14 and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be
15 paid in accordance with the Settlement Agreement.

16 12. The Court finds and determines that the fees and expenses in administering the Settlement
17 incurred by ILYM Group Inc. in the amount of up to \$12,550.00, are fair and reasonable. The Court
18 hereby gives final approval to and orders that the payment of that amount in accordance with the
19 Settlement. All unused funds will revert to the settlement fund to be distributed to Participating Class
20 Members.

21 13. The Court finds and determines the Class Representatives Incentive Awards of \$10,000.00
22 for Plaintiffs each is fair and reasonable. The Court hereby orders the Administrator to make this payment
23 to the Plaintiffs/Class Representatives in accordance with the terms of the Settlement Agreement.

24 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
25 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
26 \$267,750.00 and actual litigation costs of \$17,659.24. The Court finds such amounts to be fair and
27

1 reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance
2 with the terms of the Settlement Agreement.

3 15. Pursuant to the terms of the Settlement, any checks are not cashed upon the expiration of
4 the 180-day check-cashing period will be void, and the uncashed funds shall be paid to the State Controller
5 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

6 16. Without affecting the finality of this order or the entry of judgment in any way, the Court
7 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
8 effectuation, and enforcement of this order and the Settlement.

9 17. Neither Defendant nor any related persons or entities shall have any further liability for
10 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
11 for by the Settlement Agreement.

12 18. Neither the making of the Settlement Agreement nor the entry into the Settlement
13 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims
14 in this case or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall
15 not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any
16 action taken to carry out the terms of the Settlement Agreement be construed as an admission or
17 concession by or against Defendant or any related person or entity.

18 19. Nothing in this order shall preclude any action to enforce the Parties' obligations under the
19 Settlement or under this order, including the requirement that Defendant make payment to the participating
20 Settlement Class Members in accordance with the Settlement.

21 20. Upon completion of administration of the Settlement, the Settlement Administrator will
22 provide written certification of such completion to the Court and counsel for the Parties which shall be
23 filed with the Court five (5) court days before the non-appearance compliance hearing set for
24 **October 23** _____, 2024 at 8:30 a.m./~~p.m.~~ in Div. J.

25 21. The Court hereby enters final judgment in accordance with the terms of the Settlement
26 Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and this Order.

22. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

DATED: October 26, 2023



Honorable
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE - C.C.P. §§ 1013A, 2015.5
STATE OF CALIFORNIA, COUNTY OF ORANGE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 4100 Newport Place Dr. Suite 820, Newport Beach, California 92660.

On October 26, 2023, I served true copies of the foregoing documents described as:
NOTICE OF ENTRY OF ORDER AND JUDGMENT RE FINAL APPROVAL OF CLASS ACTION SETTLEMENT on the interested parties in this action, addressed as follows:

Alexander Chemers OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 400 South Hope Street, Suite 1200 Los Angeles, CA 90071 zander.chemers@ogletree.com sally.navarrete@ogletreedeakins.com sona.patel@ogletreedeakins.com	<i>Attorneys for Defendant:</i> WESTCARE CALIFORNIA, INC.
Samuel A. Wong Joseph M. Szilagyi AEGIS LAW FIRM, PC 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 swong@aegislawfirm.com jszilagyi@aegislawfirm.com jenciso@aegislawfirm.com	<i>Attorneys for Plaintiff:</i> DONALD HOLLINGSWORTH
LWDA Via online submission https://dir.tfaforms.net/315	Labor and Workforce Development Agency/Department of Industrial Relations

(X) **BY ELECTRONIC TRANSMISSION:** I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the email address(es) indicated. All parties have agreed to accept electronic service as if it's personally served.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on October 26, 2023 at Newport Beach, California.



Jordan Carter