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10 Attorneys for Plaintiff ROSA MARIN BENITEZ,

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF ORANGE

13 ROSA MARIN BENITEZ, on behalf of the
14 general public as private attorney general,
15 Plaintiff,

16 v.

17 AMERICAN CAREGIVERS, INC.; and DOES
18 1-50, inclusive,
19 Defendants.

Case No.: 30-2025-01476450-CU-OE-CXC
Assigned for all Purposes to:
The Hon. David A. Hoffer
Dept.: CX-103

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND JUDGMENT**

Date: July 6, 2026
Time: 1:30 p.m.

Reservation ID: 74864971

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on July 6, 2026 at 1:30 p.m. in Department CX-103 of
3 the above-entitled Court, the Honorable David A. Hoffer presiding. Based on the pleadings on
4 record, all papers submitted in connection with Plaintiff's Notice of Unopposed Motion and
5 Motion to Approve the PAGA Settlement (the "Motion"), and for good cause appearing,
6 Plaintiff's Unopposed Motion is GRANTED.

7 The Court having reviewed the Settlement Agreement ("Settlement" or "Settlement
8 Agreement") hereby ORDERS AND ADJUDGES:

9 1. The Court, for purposes of this Order, refers to all defined terms as set forth in the
10 Settlement Agreement.

11 2. The Court finds the Settlement was entered into in good faith, that the settlement
12 is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
13 requirements for approval of PAGA representative actions under California law. The Settlement
14 is hereby accepted and approved.

15 3. The Parties shall bear their own respective attorneys' fees and costs, except as
16 otherwise provided for in the Settlement and approved by the Court.

17 4. The Settlement is not an admission by Defendant nor is this Order a finding of the
18 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
19 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
20 may be used as an admission of any fault, wrongdoing, omission, concession, or liability
21 whatsoever by or against Defendant.

22 5. The Court hereby confirms James Hawkins, Gregory Mauro and Lauren Falk as
23 PAGA Counsel.

24 6. The Court appoints APEX Class Action LLC as the Settlement Administrator to
25 administer the Settlement pursuant to the terms of the Settlement Agreement.

26 7. Defendant shall pay the Gross Settlement Amount of \$87,000.00 according to the
27 terms of the Settlement Agreement.
28

1 8. The Net Settlement Amount means the Gross Settlement Amount (\$87,000.00)
2 minus the following: (a) Attorneys' Fees to Plaintiff's Counsel in the amount of \$29,000.00; (b)
3 \$22,000.00 allocated to litigation costs; (c) \$10,000.00 allocated to Plaintiff as an Enhancement
4 Award; and (d) up to \$5,400.00 allocated to Settlement Administrator Costs.

5 (a) The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the
6 amount of \$29,000.00 to be paid from the Gross Settlement Amount.

7 (b) The Court approves payment to Plaintiff's counsel of litigation costs in the amount
8 of up to \$22,000.00 to be paid from the Gross Settlement Amount.

9 (c) The Court approves payment to the Settlement Administrator for its reasonable
10 costs and fees to administer the Settlement, up to \$5,400.00 to be paid from the
11 Gross Settlement Amount.

12 (d) The Court approves payment of \$10,000.00 as an Enhancement Award to be paid
13 to Plaintiff for Plaintiff's service as a PAGA Representative.

14 (e) Any difference from these amounts will be added to the Net Settlement Amount.

15 9. In accordance with Labor Code § 2699(d), of the Net Settlement Amount
16 (\$20,600.00), 65% (\$13,390.00) is allocated to the LWDA, and the remaining 35% (\$7,210.00)
17 is allocated to the PAGA Settlement Members on a pro-rata basis.

18 10. The "PAGA Period" or "Release Period" the period from April 17, 2024 through
19 October 28, 2025. Defendant represented that PAGA Settlement Members consisted of
20 approximately 88 Employees who worked approximately 2,000 pay periods during the PAGA
21 Period.

22 11. The Court directs Defendant to deposit the Gross Settlement Amount with the
23 Settlement Administrator within fourteen (14) business days after the Effective Date.

24 12. The amount of each PAGA Settlement Member's individual settlement payment
25 will be calculated as follows: Thirty-five (35%) of the Net Settlement Amount shall be
26 distributed to the PAGA Settlement Members on a pro-rata basis, based on their respective
27 number of pay periods worked for Defendant during the PAGA Period.
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1 13. By operation of this Order, Plaintiff shall fully, finally, and forever release and
2 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims
3 and shall be forever barred from pursuing such released claims against Defendant and the
4 Released Parties.

5 14. By operation of this Order, the State of California (including the LWDA) and
6 the PAGA Settlement Members (including Plaintiff) shall for the PAGA Period fully, finally
7 and forever release and discharge Defendant and the Released Parties from any and all PAGA
8 Released Claims, as defined in the Settlement Agreement, and shall be forever barred from
9 pursuing such PAGA Released Claims against Defendant and the Released Parties.

10 15. The Court directs the Parties and the Settlement Administrator to carry out the
11 terms of the Settlement Agreement. This includes that each PAGA Settlement Member will be
12 issued one check for his or her Individual Settlement Payment. The PAGA Settlement Member's
13 check will expire one hundred and eighty (180) calendar days from the date the checks are issued
14 by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall
15 cancel all checks that have not been cashed or deposited and remit funds associated with such
16 canceled checks to the Controller of the State of California to be held pursuant to the Unclaimed
17 Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Group
18 Members whose checks were voided.

19 16. The Court approves of the proposed settlement letter attached to the Settlement
20 Agreement as **Exhibit A** to be sent to PAGA Settlement Members along with their respective
21 settlement check.

22 17. Under California Code of Civil Procedure section 664.6, the Court retains
23 jurisdiction over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the
24 terms and intent of the Settlement and this Order.

25 18. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven
26 (7) days of the entry of the Order.

27 19. The above-referenced action and all claims asserted by Plaintiff individually and
28 in a representative capacity are hereby dismissed with prejudice.

1 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
2 **ENTERED ACCORDINGLY.**

3 DATED:_____

4 _____
5 THE HONORABLE DAVID A. HOFFER
6 JUDGE OF THE SUPERIOR COURT
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