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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

VAN CHAU, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

ST. JOSEPH HEALTH SYSTEM HOME
HEALTH AGENCY, LLC; PROVIDENCE
HEALTH AND INSURANCE SERVICES,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2022-01268431-CU-OE-CXC

Assigned for all purposes to
Hon. Layne H. Melzer
Dept. CX-102

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

Date: August 7, 2025
Time: 2:00 p.m.
Dept: CX-102

1 This matter came on for hearing on August 7, 2025, at 2:00 p.m., in Department CX-102
2 of the above-captioned Court on the Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval,
4 and the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for Final
6 Approval of Class Action Settlement.

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

12 1. This Order incorporates by reference the definitions in the Settlement and
13 Amendment attached as Exhibit 1 to ROA # 103 (Declaration of Jessica L. Campbell in Support
14 of Plaintiff's Motion for Final Approval of Class Action Settlement) and all terms defined therein
15 shall have the same meaning in this Order.

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

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

4. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the 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 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative capacities for the Class.

5. The Court has certified a Class, as that term is defined in and by the terms of the Settlement Agreement as persons currently or formerly employed by Defendant as a non-exempt employee in the State of California at any time during the Class Period of January 9, 2018 to March 18, 2024, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

6. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

7. The Court hereby confirms Plaintiff Van Chau as the Class Representative in this Action.

8. 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 and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the

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

9. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Participating Class Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

10. The Court hereby approves the Gross Settlement Amount of \$2,000,000.00.

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

12. The Court finds and determines that payment to the California Labor and Workforce Development Agency of \$56,250.00 as its share of the settlement for the claim for civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

13. The Court finds and determines the payment to the PAGA Group of \$18,750.00 for their share of the settlement for the claim for civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

14. The Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Settlement Administrators in the amount of \$12,500.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

15. The Court finds and determines the Class Representative Service Payment of \$7,500.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

1 16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
3 \$666,666.67 and litigation costs of \$27,888.47. The Court finds such amounts to be fair and
4 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
5 accordance with the terms of the Settlement Agreement.

6 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
7 under the Settlement or under this order, including the requirement that Defendants make payment
8 to the Participating Class Members in accordance with the Settlement.

9 18. This Judgment is intended to be a final disposition in its entirety of the above
10 captioned action. Without affecting the finality of this judgment in any way, the Court retains
11 jurisdiction of all matters relating to the interpretation, administration, implementation,
12 effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6 and CRC 3.769(h).

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

16 20. Four (4) Class Members opted out of the Settlement, they are Kim Entwistle,
17 Kathleen Hatfield, D'Andra Pilon, Tiffany Panick.

18 21. Four (4) Class Members submitted workweek disputes, three (3) disputes were
19 resolved in favor of the Class Members, and one (1) dispute of Berenice Torres was denied by
20 the Court.

21 22. The Court sets a Hearing Re: Distribution of Settlement Funds for **August 6, 2026,**
22 **at 2:00 p.m.** in Department CX102 at 751 W. Santa Ana Blvd, Santa Ana, California 92701.
23 Counsel shall submit the final report of the settlement administrator regarding the status of the
24 settlement administration no later than fourteen (14) calendar days prior to the hearing. The final
25 report must include all information necessary for the Court to determine the total amount of the
26 settlement funds actually paid to Class Members and Aggrieved Employees, and the amount of
27 unclaimed funds, if any, remitted to the State Controller's Office Unclaimed Property Fund. If
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1 the settlement funds are not completely disbursed by the report deadline, counsel must request a
2 continuance.

3 23. Plaintiff is ordered to give notice of this ruling, including to the LWDA, and file
4 proof of service within five (5) court days after entry of the Final Approval Order and Judgment.

5
6 DATED: September 9, 2025



Honorable Layne H. Melzer
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On August 7, 2025, I served the foregoing document(s) entitled:

- 5 • [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT OF CLASS AND
6 REPRESENTATIVE ACTION SETTLEMENT
on all the appearing and/or interested parties in this action by delivering ☐ the original
☒ a true copy thereof on the party(ies) addressed below as follows:

7 Douglas R. Hart
8 Anahi Cruz
9 **MORGAN, LEWIS & BOCKIUS LLP**
300 South Grand Avenue
Twenty-Second Floor
Los Angeles, CA 90071-3132
Tel: +1.213.612.2500
Fax: +1.213.612.2501
10 douglas.hart@morganlewis.com
11 anahi.cruz@morganlewis.com
12 sarah.zenewicz@morganlewis.com
13

14 *Attorneys for Defendants:*

ST. JOSEPH HEALTH SYSTEM HOME HEALTH AGENCY, LLC; PROVIDENCE
15 HEALTH AND INSURANCE SERVICES, INC.

16 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
correspondence for mailing. Under that practice it would be deposited with the U.S.
17 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
in the ordinary course of business. I am aware that on motion of the party served, service
18 is presumed invalid if postage cancellation date or postage meter date is more than one
day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
19 *R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

20 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
practice of Aegis Law Firm PC for collection and processing correspondence for
21 overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
22 *Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

23 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
24 *Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

25 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
26 5(b)(2)(A).)

27 ///

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///

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on August 7, 2025, at Irvine, California.
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6 Laila Shams
Laila Shams
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