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VENTURA SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

TANAE JOHNSON, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

24 HOUR HOMECARE LLC, a California
limited liability company; and DOES 1
through 50,

Defendants.

Case No. 2023-CU-OE-006965

*[Assigned for all purposes to Hon. Benjamin F.
Coats, Dept. 43]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES,
COSTS, AND INCENTIVE PAYMENT**

Date: June 30, 2023
Time: 8:30 a.m.
Dept.: 43

Complaint Filed: March 16, 2023
Trial Date: None Set

JUDGMENT AND ORDER

This matter came on regularly for hearing before this Court on June 30, 2023. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court hereby GRANTS Plaintiff Tanae Johnson's ("Plaintiff") Motion for Approval of Settlement of Claims Brought under the Private Attorneys General Act ("Motion") and ORDERS as follows:

1. The term "Aggrieved Employees" shall consist of all current and former hourly-paid or non-exempt caregivers who worked for Defendant 24 Hour Home Care LLC ("24 Hour") in the State of California during the PAGA Period.

2. The "PAGA Period" means August 29, 2021 through February 23, 2023.

3. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that 24 Hour shall deposit the Gross Settlement Amount ("GSA") of \$1,500,000.00² into an account established by the Settlement Administrator, on the payment schedule specified in the Settlement. Specifically, 24 Hour shall deposit \$850,000.00 within 10 Court days of this Order; \$325,000.00 by August 31, 2023; and \$325,000.00 by January 24, 2024.

¹ All terms in this Judgment and Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted concurrently with the Motion.

² Pursuant to the Settlement's "Escalator Provision," the GSA will increase if the number of pay periods worked by the Aggrieved Employees during the PAGA Period is more than 10% greater than 186,980. If the GSA increases, then all amounts based thereon (including the amounts allocated to the LWDA, to Aggrieved Employees, and to attorneys' fees), will increase commensurately, in accordance with the Settlement.

1 5. The Court hereby approves, as to form and content, the Explanatory Letter
2 included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within ten (10) Court days of the date of this Judgment and Order, 24 Hour shall
6 provide the Settlement Administrator with the Aggrieved Employee List, pursuant to the
7 Settlement.

8 8. The Settlement Administrator is directed to mail the individual Employee
9 Payments and Explanatory Letter to the Aggrieved Employees within fifteen (15) days after the
10 Settlement is fully funded, pursuant to the terms of the Settlement.

11 9. The Court finds that attorneys' fees in the amount of \$500,000.00 for Plaintiff's
12 counsel, and reimbursement of litigation costs of \$26,322.40 to Plaintiff's counsel, are fair,
13 reasonable, and adequate in light of the authorities cited in the Motion and the fund created by
14 the Settlement, and orders the Settlement Administrator to distribute these payments to Plaintiff's
15 Counsel as provided for in the Settlement.

16 10. The Court orders that the Settlement Administrator shall be paid \$37,650.00 for
17 all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 11. The Court finds that the requested Service Award of \$7,500.00 to Plaintiff is fair,
20 adequate, and reasonable in recognition of the unique contributions he has made and the risks she
21 undertook on behalf of the Aggrieved Employees and the State of California, and orders that the
22 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

23 12. The Court finds that the amount of \$696,395.70 to be paid to the California Labor
24 and Workforce Development Agency ("LWDA"), representing 75% of the \$928,527.60 Net
25 Settlement Amount as provided for by the Settlement, is fair, adequate, and reasonable, and orders
26 that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

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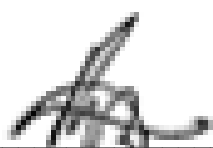
1 13. The Court approves the scope of the release as set forth in the Settlement.
2 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
3 all Aggrieved Employees will have released all of the PAGA Released Claims against the
4 Released Parties, as those terms are defined in the Settlement. The release of the PAGA Released
5 Claims shall extend for the duration of the PAGA Period. No claims for wages are released under
6 the Settlement.

7 14. Without affecting the finality of this Judgment and Order in any way, the Court
8 retains jurisdiction to enforce the terms of the Settlement pursuant to Cal. Civ. Code Proc. § 664.6.
9 The Court shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and
10 the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the
11 Settlement.

12 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
13 before February 23, 2024.

14 **IT IS SO ORDERED, JUDGED, AND DECREED.**

15 Dated: 06/30/2023
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17 By: 
18 Honorable Benjamin F. Coats
19 Judge of the Superior Court
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