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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF SAN BERNARDINO**

19 ROSIO RUIZ, individually, and on behalf of
20 all others similarly situated,

21 Plaintiff,

22 v.

23 BRIGHT SKY HOME HEALTH CARE,
24 INC., a California corporation; and DOES 1
25 through 10, inclusive,

26 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 13 2025

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Case No.: CIVSB2217911

[Hon. Joseph T. Ortiz, Dept. S17]

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

*[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Final Approval;
Declaration of Kane Moon; Declaration of
Rosio Ruiz; and Declaration of Administrator
Mary Butler]*

Hearing Date: August 13, 2025

Hearing Time: 1:30 p.m.

Hearing Place: Department S17

Complaint Filed: August 15, 2022

FAC Filed: November 22, 2023

1 The Court, having read the papers filed regarding Plaintiff Rosio Ruiz's ("Plaintiff")
2 Motion for Final Approval of Class Action and PAGA Settlement Agreement, Class Counsel
3 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
4 Payment, and after considering the papers submitted in support of the motion, including the
5 Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or
6 "Agreement"), hereby FINDS AND ORDERS as follows:

7 Plaintiff and Defendant Bright Sky Home Health Care, Inc. ("Defendant") entered a
8 Settlement Agreement on or about December 9, 2024 to settle this lawsuit.

9 The Court entered an Order dated February 25, 2025, preliminarily approving the
10 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to Class
12 Members, scheduling a Final Approval Hearing, and providing Class Members with an
13 opportunity to object or request exclusion.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise provided, all
16 capitalized terms in this Order and Judgment shall have the same meaning as set forth in the
17 Settlement Agreement.

18 2. Jurisdiction. Because adequate notice was disseminated, and all Class Members
19 were given the opportunity to request exclusion, the Court has personal jurisdiction over the
20 claims. The Court also has subject matter jurisdiction over this matter, including jurisdiction to
21 approve the settlement and grant final certification.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies a Class consisting of all persons who worked for
25 Defendant in California as an hourly, non-exempt employee during the time period from August
26 15, 2018 to November 17, 2024 ("Class," "Class Members," and "Class Period"). There are
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1 four hundred and eight (408) Participating Class Members in the Settlement (“Participating
2 Class Members”) who will receive their share of the Net Settlement Amount.

3 4. Adequacy of Representation. As Class Counsel have fully and adequately
4 represented the Class for purposes of entering and implementing the Settlement and have
5 satisfied the requirements of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds the Class Notice and its distribution to Class
7 Members have been implemented pursuant to the Settlement Agreement and this Court’s
8 Preliminary Approval Order. The Court also finds the Class Notice:

9 a. constitutes notice reasonably calculated, under the circumstances, to
10 apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of
11 the Settlement Agreement and their rights under the Settlement; (iii) their right to object to any
12 aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their
13 right to challenge their Workweeks value; (vi) their right to appear at the Final Approval
14 Hearing; and (vii) binding effect of the orders and judgment in this lawsuit, whether favorable
15 or unfavorable, on Participating Class Members who do not request exclusion from the
16 Settlement;

17 b. constitutes notice fully satisfying the requirements of Code of Civil
18 Procedure section 382, California Rule of Court 3.769, and due process;

19 c. constitutes notice reasonable, adequate, and sufficient to the Class; and

20 d. constitutes the best practicable notice to Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Settlement
22 Agreement were entered in good faith and are the product of arm’s-length negotiations by
23 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
24 Settlement and all its terms and provisions are fully and finally approved as fair, reasonable, and
25 adequate and in the best interests of the Parties. The Parties are hereby directed to implement
26 the Settlement according to its terms and provisions.
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1 7. Binding Effect. The terms and provisions of Settlement Agreement and this
2 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
3 executors and administrators, successors, and assigns. In addition, those terms shall have res
4 judicata and other preclusive effect in all pending and future claims, lawsuits, or other
5 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,
6 or other proceedings involve matters that were or could have been raised in this matter and are
7 encompassed by the Released Claims. The Agreement will have no binding effect upon, and
8 provide no res judicata preclusion to, Class Members who timely submitted Requests for
9 Exclusion.

10 8. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
11 any action to enforce the terms and provisions of the Settlement Agreement.

12 9. Release of Claims. Effective on the date when Defendant fully funds the entire
13 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
14 the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
15 against all Released Parties as follows:

- 16 a. Plaintiff's Release. Plaintiff and her respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns
18 generally, release and discharge Released Parties from all claims, transactions, or
19 Plaintiff and her respective former and present spouses, representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns generally, release and
21 discharge Released Parties from all claims, transactions, or occurrences that
22 occurred during the Class Period, including, but not limited to: (a) all claims that
23 were, or reasonably could have been, alleged, based on the facts contained, in the
24 Operative Complaint and (b) all PAGA claims that were, or reasonably could
25 have been, alleged based on facts contained in the Operative Complaint,
26 Plaintiff's PAGA Notice, or ascertained during the Action and released under
27 5.2, of the Settlement Agreement. (Settlement Agreement, ¶ 5.1.) Plaintiff's
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1 Release does not extend to any claims or actions to enforce this Agreement, or to
2 any claims for vested benefits, unemployment benefits, disability benefits, social
3 security benefits, workers' compensation benefits that arose at any time, or based
4 on occurrences outside the Class Period. (*Id.*) Plaintiff acknowledges that
5 Plaintiff may discover facts or law different from, or in addition to, the facts or
6 law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
7 Plaintiff's Release shall be and remain effective in all respects, notwithstanding
8 such different or additional facts or Plaintiff's discovery of them. Plaintiff also
9 expressly waives and relinquishes any rights or benefits available to her under
10 the provisions of section 1542 of the Civil Code.

11 b. Release by Participating Class Members Who Are Not Aggrieved Employees.

12 All Participating Class Members, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators,
14 successors, and assigns, release Released Parties from all claims that were
15 alleged, or reasonably could have been alleged, based on the Class Period facts
16 stated in the Operative Complaint and ascertained in the course of the Action.
17 (Settlement Agreement, ¶ 5.1.) Except as set forth in Section 5.3 of this
18 Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair
20 Employment and Housing Act, unemployment insurance, disability, social
21 security, workers' compensation, or claims based on facts occurring outside the
22 Class Period.

23 c. Release by Non-Participating Class Members Who Are Aggrieved Employees.

24 All Non-Participating Class Members who are Aggrieved Employees are deemed
25 to release, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
27 the Released Parties from all claims for PAGA penalties that were alleged, or
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1 reasonably could have been alleged, based on the PAGA Period facts stated in
2 the Operative Complaint, the PAGA Notice, and ascertained in the course of the
3 Action.

- 4 d. Released Parties. The Released Parties include Defendant and each of its past,
5 present and future subsidiaries, parents, affiliated and related companies,
6 divisions, successors, predecessors or assigns; and their past, present, and future
7 officers, directors, shareholders, partners, agents, insurers, employee, advisors,
8 accountants, representatives, trustees, heirs, executors, administrators,
9 predecessors, successors or assigns.

10 10. Class Representative Service Payment. The Court finds the Class Representative
11 Service Payment of \$10,000.00, to be paid out of the Gross Settlement Amount by Defendant to
12 Plaintiff, to be reasonable and appropriate. The Class Representative Service Payment is to be
13 paid pursuant to the terms and provisions of the Agreement.

- 14 a. The rationale for making service payments is that the class representatives
15 should be compensated for the expense and risk incurred in conferring a benefit
16 on other class members. Such service payments are appropriate if they are
17 necessary to induce individuals to participate in the suit. Criteria courts may
18 consider include the: (1) risk in commencing this suit; (2) notoriety and personal
19 difficulties encountered; (3) amount of time and effort spent; (4) duration of the
20 litigation; and (5) personal benefit (or lack thereof) enjoyed.

- 21 b. The Court reviewed Plaintiff's declaration outlining her involvement in the case.
22 Given the risks inherent in the services as the class representative, the duration of
23 the case and time involved, and the benefits created for the Class, the Court
24 approves the Class Representative Service Payment of \$10,000.00.

25 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.
26 The Court finds Class Counsel Fees Payment of \$195,000.00, to be paid out of the Gross
27 Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court
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1 also finds the Class Counsel Litigation Expenses Payment of \$27,468.40, to be paid out of the
2 Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate.
3 Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement
4 Agreement. Defendant shall not be required to pay for any other attorneys' fees, costs, or
5 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class
6 Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or
7 disbursements incurred by Plaintiff or Class Members in connection with or related to this
8 matter, Settlement, administration of the Settlement, and/or Released Claims.

9 a. The Court has an independent right and responsibility to review the requested
10 attorneys' fees and only award so much as it determines reasonable. (See
11 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
12 127-28.) The Class Counsel Fees Payment of \$195,000.00 is thirty-three and
13 one-third percent (33 1/3%) of the common fund created for the benefit of the
14 Class Members and is supported by use of the percentage-fee method. (See
15 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
16 Considering the results achieved for the Class, financial risk undertaken, novel
17 and difficult nature of this litigation, skill required to deal with these issues,
18 percentage fees award in other cases, and contingent fees charged in private
19 marketplace, the Court finds the request for the Class Counsel Fees Payment is
20 consistent with the legal marketplace, is reasonable, and is approved.

21 b. The Court reviewed Kane Moon's declaration regarding the costs expended in
22 the prosecution of this case. Under the terms of the Settlement Agreement, Class
23 Counsel may seek reimbursement of up to \$30,000.00 in litigation costs. The
24 Court finds Class Counsel expended \$27,468.40 in litigation costs and that such
25 costs were reasonable. The Court approves the Class Counsel Litigation
26 Expenses Payment of \$27,468.40 for the reimbursement of the costs and
27 expenses incurred by Class Counsel.
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1 12. Administration Expenses Payment. The Court finds the Administration Expenses
2 Payment of \$6,550.00, to be paid out of the Gross Settlement Amount by Defendant to the
3 Administrator, to be reasonable and appropriate. The Administration Expenses Payment is to be
4 paid pursuant to terms and provisions set forth in the Settlement Agreement.

5 a. The Court reviewed the declaration of Mary Butler from Simpluris, Inc., the
6 Court-approved Settlement Administrator. The Court finds notice was provided
7 to the Class pursuant to the Preliminary Approval Order, constitutes the best
8 practicable notice to the Class, and satisfied due process. Therefore, the Court
9 approves the payment of the Administration Expenses Payment of \$6,550.00 to
10 the Administrator for its services in administering the Settlement.

11 13. PAGA Penalties. The Court finds the Private Attorneys General Act of 2004
12 (“PAGA”) Penalties of \$40,000.00, seventy-five percent (75%) of which (\$30,000.00) will be
13 paid out of the Gross Settlement Amount by Defendant to the California Labor and Workforce
14 Development Agency and twenty-five percent (25%) of which (\$10,000.00) will be distributed
15 to all Aggrieved Employees who worked for Defendant in the State of California as an hourly,
16 non-exempt employee during the period from August 9, 2021 to November 17, 2024, pro rata,
17 to be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms of
18 the Settlement Agreement.

19 14. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross
20 Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of
21 payroll taxes by transmitting the funds to the Administrator in three (3) installment payments,
22 with the first payment of One Hundred and Ninety-Five Thousand Dollars and Zero Cents
23 (\$195,000.00) to be paid no later than sixty (60) days after the Effective Date, the second
24 payment of One Hundred and Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) to
25 be paid ninety (90) days after the first payment, and the third payment of One Hundred and
26 Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) to be paid ninety (90) days after
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1 the second payment. Defendant has no obligation to pay the Gross Settlement Amount prior to
2 this deadline.

3 15. Payments From the Gross Settlement Amount. Within 14 days after Defendant
4 fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
5 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
6 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
7 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of
8 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
9 Representative Service Payment shall not precede disbursement of Individual Class Payments
10 and Individual PAGA Payments.

11 16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
12 Settlement is entitled to a presumption of fairness. In her moving papers, Plaintiff contends the
13 proposed Settlement was the product of arm's-length negotiations following extensive
14 litigation, discovery, and exchange of documentation. The negotiations were facilitated with the
15 help of mediator Steve Serratore, Esq., an experienced and well-respected mediator.

16 a. With respect to the fairness of the Settlement, there were no Objections to the
17 Settlement nor any Requests for Exclusion from the Settlement.

18 b. With respect to the benefit to the Class, the gross *average* Individual Class
19 Payment is about \$749.95, and the gross *highest* Individual Class Payment is
20 around \$4,495.69 under the proposed allocation.

21 17. Uncashed Checks. Any checks issued by the Administrator to Participating Class
22 Members will be negotiable for at least one hundred eighty (180) calendar days. Uncashed
23 checks will be sent to the California State Controller's Unclaimed Property Division in
24 accordance with California Unclaimed Property Law.

25 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
26 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
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1 effectuation, and/or enforcement of the Agreement and of this Order and Judgment, and for any
2 other necessary purpose, including, without limitation:

- 3 a. enforcing the terms and provisions of the Settlement Agreement and resolving
4 any disputes, claims, or causes of action in this matter that, in whole or in part,
5 are related to or arise out of the Settlement Agreement or this Order and
6 Judgment;
7 b. entering such additional orders as may be necessary or appropriate to protect or
8 effectuate this Order and Judgment approving the Settlement Agreement, and
9 permanently enjoining Plaintiff from initiating or pursuing related proceedings,
10 or to ensure the fair and orderly administration of the Settlement Agreement; and
11 c. entering any other necessary or appropriate orders to protect and effectuate this
12 Court's retention of continuing jurisdiction.

13 The Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel
14 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service
15 Payment is GRANTED. The Administrator is directed to carry out the terms of the Settlement
16 Agreement forthwith.

17 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
18 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
19 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
20 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
21 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
22 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
23 THE JUDGMENT THEREON.

24 **IT IS SO ORDERED.**

25
26 DATED: Aug. 13, 2025


HONORABLE JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT