

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

DESIREE SANCHEZ, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

v.

HORIZON HEALTH & SUB-ACUTE, LLC, a
California limited liability company,

Defendants.

Case No.: 30-2021-01226692-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

CLASS ACTION

**ORDER OF FINAL APPROVAL AND
JUDGMENT OF THE CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: October 18, 2021
FAC Filed: February 21, 2023
Trial Date: None Set

1 This matter came before Honorable Melissa R. McCormick in Department CX-104 of
2 the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California
3 92701, on Plaintiff Desiree Sanchez's ("Plaintiff") Motion for Final Approval of Class Action
4 and PAGA Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
5 Payment.

6 On October 10, 2023, the Court entered an Order Preliminarily Approving Class Action
7 Settlement ("Preliminary Approval Order"), preliminarily approving the settlement of the
8 above-entitled case in accordance with the Amended Joint Stipulation and Settlement
9 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), which, together with the
10 exhibits annexed thereto, sets forth the terms and conditions for settlement of this case.

11 Having reviewed the Settlement Agreement and duly considered the Parties' papers and
12 oral argument, and good cause appearing:

13 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

14 All terms used herein shall have the same meaning as defined in the Settlement
15 Agreement and the Preliminary Approval Order. This Court has jurisdiction over the claims of
16 the Class Members asserted in this proceeding and over all Parties to this case. The Court finds
17 the applicable requirements of Code of Civil Procedure section 382 and California Rule of
18 Court 3.769, *et seq.*, have been satisfied with respect to the Class and Settlement Agreement.
19 The Court makes final its earlier provisional certification of the Class for settlement purposes,
20 as set forth in the Preliminary Approval Order. The Class is defined to include:

21 All current and former hourly-paid or non-exempt employees employed by Defendant
22 Horizon Health & Sub-Acute, LLC ("Defendant") in California at any time between
April 22, 2017, and March 31, 2023 ("Class," "Class Members," and "Class Period").

23 Eligible Aggrieved Employees is defined to include:

24 All current and former hourly-paid or non-exempt employees employed by
25 Defendant in California at any time between August 15, 2021, and March 31,
2023 ("Eligible Aggrieved Employees" and "PAGA Period").

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1 The Notice of Class Action and PAGA Settlement, Objection Form, and Request For
2 Exclusion (collectively, the “Notice Packet”) mailed to the Class Members: (1) fully and
3 accurately informed the Class Members of all material elements of the Settlement and of their
4 opportunity to participate in, object to or comment thereon, or to seek exclusion from the
5 Settlement; (2) was the best notice practicable under the circumstances; (3) was valid, due, and
6 sufficient notice to all the Class Members; and (4) complied with the laws of California, United
7 States Constitution, due process, and other applicable law. The Notice Packet fairly and
8 adequately described the Settlement and provided the Class Members with adequate instructions
9 and a variety of means to obtain additional information.

10 The Court grants final approval of the settlement, as reflected in the Agreement, and
11 finds the settlement fair, reasonable, and adequate, and in the best interests of the Class.

12 The Agreement is not an admission by Defendant, nor is this Amended Order of Final
13 Approval and Judgment of the Class Action and PAGA Settlement (“Order and Judgment”) a
14 finding of the validity of any allegations or of any wrongdoing. Neither this Order and
15 Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry
16 out the Agreement, may be construed as, or may be used as, an admission of any fault,
17 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

18 A full opportunity was afforded to the Class Members to participate in the Final
19 Approval Hearing, and all the Class Members and other persons wishing to be heard have been
20 heard. The Class Members had a full and fair opportunity to exclude themselves from the
21 Settlement. Accordingly, the Court determines that all the Class Members who did not submit
22 requests for exclusion to the Settlement Administrator are bound by this Order and Judgment.

23 No requests for exclusion, objections, or disputes were received by the Settlement
24 Administrator.

25 The plan of allocation and distribution of the Gross Settlement Amount is fair, adequate,
26 and reasonable, and is approved. It is ordered that Defendant will pay the Gross Settlement
27 Amount of \$720,000 in accordance with the methodology and terms set forth in the Agreement.

28 It is ordered the Settlement Administrator shall distribute settlement payments to all the

1 Class Members who did not submit valid and timely requests to exclude themselves from the
2 Settlement according to the methodology and terms set forth in the Settlement Agreement.

3 It is ordered, pursuant to Code of Civil Procedure section 384, the Class Members and
4 Eligible Aggrieved Employees must cash or deposit their settlement checks within one hundred
5 eighty (180) calendar days after the settlement checks are mailed to them. Uncashed settlement
6 checks will be paid to the State Controller's Unclaimed Property Fund.

7 The Court finds the request for an award of attorneys' fees falls within the range of
8 reasonableness and is approved. It is ordered that the Settlement Administrator will issue
9 payment of \$240,000 to Class Counsel as the attorneys' fees according to the methodology and
10 terms set forth in the Settlement.

11 The Court finds the reimbursement of litigation costs and expenses of \$11,987.17
12 incurred by Class Counsel is reasonable and is approved. Thus, it is ordered that the Settlement
13 Administrator will issue payment of \$11,987.17 to Class Counsel as the attorneys' costs for the
14 reimbursement of litigation costs and expenses.

15 The Court finds the Class Representative Enhancement Payment sought by Plaintiff for
16 the time and effort spent on the case is fair and reasonable. It is ordered that the Settlement
17 Administrator will issue a payment of \$10,000 to Plaintiff as the Class Representative
18 Enhancement Payment.

19 It is ordered that the Settlement Administrator shall pay itself \$15,500 as its Settlement
20 Administration Costs for the services performed and costs incurred pursuant to the notice and
21 administration process in accordance with the Settlement.

22 The Court finds the allocation of \$50,000 toward penalties under the Private Attorneys
23 General Act of 2004 ("PAGA") is fair, reasonable, and appropriate, and is approved. The
24 Settlement Administrator shall distribute the PAGA Payment as follows: seventy-five percent
25 (75%) of the PAGA Payment (\$37,500) shall be paid to the California Labor and Workforce
26 Development Agency, and twenty-five percent (25%) of the PAGA Payment (\$12,500) shall be
27 distributed to Eligible Aggrieved Employees, on a pro rata basis ("PAGA Payment"), according
28 to the methodology and terms set forth in the Settlement Agreement.

1 Notice of entry of judgment shall be provided to the Class by the Settlement
2 Administrator by posting the signed Order and Judgment on the static website created for the
3 Class for at least one hundred eighty (180) days.

4 Finally, the Court finds this case is fully and finally resolved by the Settlement
5 Agreement without a finding of liability by any party and that nothing herein is or should be
6 construed as an admission of liability by Defendant.

7 After entry of this Order and Judgment, pursuant to California Rules of Court, Rule
8 3.769(h) and Civil Procedure Code section 664.6, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested
10 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
11 from or in connection with the distribution of settlement benefits.

12 The Court sets a Final Accounting Hearing for February 20, 2025 at 9:00 a.m. in
13 Department CX-104. Within nine (9) court days before the Final Accounting Hearing, Plaintiff
14 shall file a final accounting report regarding the status of the settlement administration. The
15 final accounting report shall include all information necessary for the Court to determine the
16 total amount paid to Class Members and any amounts tendered to the State Controller's Office
17 under the unclaimed property law.

18 This Court HEREBY ORDERS, ADJUDGES, AND DECREES judgment is entered in
19 accordance with the terms of this Order and Judgment and the Agreement.

20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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23 DATED: June 6, 2024



MELISSA R. MCCORMICK
JUDGE OF THE SUPERIOR COURT

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is bitty@justicelawcorp.com

On June 7, 2024, I served the foregoing document described as

**ORDER OF FINAL APPROVAL AND JUDGMENT OF THE CLASS ACTION AND
PAGA SETTLEMENT**

for the following case: **Sanchez v. Horizon Health & Sub-Acute, LLC**
LWDA/Court Case No.: **LWDA-CM-915245-22**
30-2021-01226692-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on June 7, 2024, at Pasadena, California.


Bitty Minnis-Lemley