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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF VENTURA – HALL OF JUSTICE**
10

11 LETICIA BONNET, as an individual and on
12 behalf of others similarly situated,
13
14 Plaintiff,

15 v.

16 VITAL PLUS HOME HEALTH CARE, a
17 California Corporation and dba Access TLC
18 Home Health Care,
19 and
20 DOES 1-10, Inclusive,
21
22 Defendants.
23

Case Number: 2025CUOE046790
*Assigned for all purposes to Hon. Charmaine H.
Buehner*

CLASS ACTION/PAGA ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND APPROVAL OF
PAGA SETTLEMENT**

Hearing:

Date: July 29, 2026
Time: 1:30 p.m.
Location: Dept.: 44

Action Filed: July 3, 2025
FAC Filed: September 9, 2025

24 On July 29, 2026, this Court conducted a hearing on Plaintiff's Motion for Preliminary Approval
25 of Class Action Settlement and Approval of PAGA Settlement ("Motion").

26 Having considered the Joint Stipulation of Class Action and PAGA Settlement ("Settlement" or
27 "Settlement Agreement") and all of the legal authorities, arguments, and documents submitted in support
28 thereof and GOOD CAUSE appearing, IT IS HEREBY ORDERED that the Motion is GRANTED,

1 subject to the following findings and orders:

2 1. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Diane E. Richard
3 in Support of Plaintiff's Motion. This Order incorporates by reference the definitions in the Settlement
4 Agreement. All terms defined therein shall have the same meaning in this Order as set forth in the
5 Settlement Agreement.

6 2. The Class is defined as "All current and former non-exempt employees of Vital Plus Home
7 Health Care in the state of California who have worked in whole or in part in the field and/or have been
8 paid in whole or in part a piece-rate at any time during the Class Period." The Class Period is from July
9 3, 2021 until May 15, 2026.

10 3. The Class is conditionally certified for settlement purposes only.

11 4. The Class Settlement is preliminarily approved as it appears to be fair, adequate,
12 reasonable, and proper, be the product of arm's-length and informed negotiations, treat all members of the
13 Class fairly, and be in the best interest of absent Class Members. The Settlement is presumptively valid,
14 subject only to any objections by Participating Class Members to the Class Settlement that may be raised
15 at the final approval hearing, and final review by the Court.

16 5. Named plaintiff Leticia Bonnet is a suitable class representative and is appointed Class
17 Representative for the Class for settlement purposes only.

18 6. Diane E. Richard of Richard Law, P.C. ("Richard Law") has demonstrated to the Court's
19 satisfaction that counsel is experienced in class action litigation and will adequately represent the interests
20 of all Class Members. Accordingly, the Court appoints Diane E. Richard of Richard Law as Class Counsel
21 for settlement purposes only.

22 7. PAGA Group Members (also known as "PAGA Aggrieved Employees") for purposes of
23 the PAGA Settlement only are defined as: "All current and former non-exempt employees of Vital Plus
24 Home Health Care in the state of California who have worked in whole or in part in the field and/or have
25 been paid in whole or in part a piece-rate at any time during the PAGA Period." The PAGA Period is from
26 July 3, 2024 until May 15, 2026.

27 8. The PAGA Settlement is approved as are the PAGA Penalties to be paid, per the Settlement
28 Agreement, to PAGA Group Members and to the California Labor & Workforce Development Agency

1 (“LWDA”).

2 9. The Court approves ILYM Group, Inc. as the Settlement Administrator.

3 10. The Court approves, as to form and content, the proposed Notice of Class and PAGA
4 Action Settlement (“Class Notice”).

5 11. The Court approves:

6 (a) the procedure set forth in Section 4 of the Class Notice as the manner
7 and method for any Class Member to request for exclusion from the Class Settlement; and

8 (b) the procedure set forth in Section 4 of the Class Notice as the manner
9 and method for any Class Member to make an objection to the Class Settlement.

10 12. The Court approves and directs the Settlement Administrator, after performing an address
11 search, to mail, by First-Class U.S. mail, the Class Notice and to re-send any returned Class Notice in
12 accordance with the schedule set forth below. The Court finds that the method selected for communicating
13 the Settlement to Class Members is the best notice practicable under the circumstances, constitutes due
14 and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

15 13. Based on a Preliminary Approval date of July 29, 2026, the Final Approval Hearing is
16 scheduled for November 18, 2026 at 1:30 p.m., in Department 44, of the Ventura County Superior Court,
17 located at The Hall of Justice, 800 S. Victoria Avenue, Ventura, CA, 93009. At the Final Approval hearing,
18 the Court will determine whether the Settlement should be finally approved as fair, reasonable and
19 adequate as to the Participating Class Members.

20 14. After entry of Judgment, the Court retains jurisdiction over the Parties, the Action, and the
21 Settlement solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
22 Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be
23 appropriate under court rules or as set forth in the Settlement Agreement.

24 15. Upon the Settlement Administrator’s mailing of the Class Notice, Plaintiff and all Class
25 Members are enjoined from filing and/or prosecuting any claims, suits or administrative proceedings
26 (including filing claims with the California Division of Labor Standards Enforcement and the LWDA) for
27 the Released Class Claims unless and until such Class Members have submitted valid Requests for
28 Exclusion from the Class Settlement with the Settlement Administrator, and Plaintiff and all PAGA Group

Members are enjoined from filing and/or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement and the LWDA) for the Released PAGA Claims. Plaintiff is not enjoined only as to her obligations to provide notice to the LWDA in relation to the PAGA Settlement.

16. The following schedule of dates shall govern for the purposes of this Settlement:

<u>Event</u>	<u>Timing</u>
Defendant to deliver the Class List to the Settlement Administrator as set forth in the Settlement Agreement	Within seven (7) calendar days of Preliminary Approval
Defendant to provide to the Settlement Administrator information, as set forth in the Settlement Agreement, for the Settlement Administrator to calculate payroll taxes	Within fourteen (14) calendar days after Preliminary Approval
Settlement Administrator to mail Class Notice to Class Members	Within fourteen (14) calendar days after receiving the Class List from Defendant
Settlement Administrator to provide Class Counsel and Defense Counsel weekly written reports	Weekly after the Class Notice mailing
Settlement Administrator to re-mail any Class Notices returned to Settlement Administrator as non-deliverable	Within five (5) calendar days of receipt of the returned Class Notice if Class Notice is returned to the Settlement Administrator on or before the thirtieth (30th) calendar day after the initial Class Notice mailing
Settlement Administrator to mail a cure letter to any Class Member who submitted a defective Request from Exclusion from the Class Settlement	Within five (5) calendar days of Settlement Administrator receiving the defective submission
Class Member deadline to submit revised Request for Exclusion to Class Settlement as per Settlement Agreement	Class Members will have until the later of (i) the Response Deadline or (ii) ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion.

<u>Event</u>	<u>Timing</u>
Response Deadline for Request for Exclusion to the Class Settlement, Notice of Objection to the Class Settlement, and Pay Period Disputes, per Settlement Agreement.	Within forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Class Members whose Class Notice was returned to the Settlement Administrator as non-deliverable on or before the thirtieth (30th) calendar day after the initial Class Notice mailing and who are sent a re-mailed Class Notice shall have their Response Deadline extended by ten (10) calendar days.
Settlement Administrator declaration attesting to settlement administration process	At least thirty (30) calendar days before the reserved Final Approval Hearing
Settlement submitted to Court for Final Approval (including requests for approval of attorney's fee awards and expense reimbursements, costs of administration, and class representative service enhancement service payment)	Not later than sixteen (16) court days before the reserved Final Approval Hearing
Opposition to Final Approval, if any, to be Submitted	Not later than nine (9) court days before the reserved Final Approval Hearing
Reply to any Opposition and/or Response to any Objections	Not later than five (5) court days before the reserved Final Approval Hearing
Final Approval Hearing	[Proposed] Hearing Date: November 18, 2026 at 1:30 p.m. (Reserved)
Effective Date	The date the Court enters the Final Approval Order and Judgment. In the event there are written objections filed prior to the Final Approval Hearing that are not later withdrawn or denied, the Effective Date shall be either seven (7) calendar days after the statutory period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment approving the Settlement has elapsed without any appeal or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval and Judgment has been filed, seven (7) calendar days after any such appeal, writ or other appellate proceeding has been finally and conclusively dismissed with no right to pursue further remedies or relief have passed.

<u>Event</u>	<u>Timing</u>
Settlement Administrator to provide Defense Counsel and Class Counsel with an accounting of the amounts to be paid by Defendant	Within seven (7) calendar days after the Effective Date
Funding of Gross Settlement Amount and Defendant's share of payroll taxes	Within twenty-one (21) calendar days after the Effective Date
Distribution and mailing of Gross Settlement Amount	Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount
Settlement Administrator to re-mail Participating Class Member and PAGA Group Member settlement checks returned to Settlement Administrator as undeliverable, after performing a address search	Within seven (7) calendar days of the Settlement Administrator's receipt of check returned as undeliverable if the check is returned within thirty (30) days after the initial distribution and mailing of the settlement check Should any Participating Class Member and PAGA Group Member checks be returned as undeliverable a second time or be returned after the thirtieth (30th) calendar day following the initial distribution, the check will be void and the Settlement Administrator shall treat the check as an uncashed settlement check to be distributed to the <i>cy pres</i> beneficiary unless the check is claimed by the Participating Class Member and/or PAGA Group Member's contacts with the Settlement Administrator and ultimately cashed or negotiated by the Check-Cashing Deadline.
Check void date for non-cashed/negotiated checks for Participating Class Member and PAGA Group Member checks ("Check Cashing Deadline")	One Hundred and Eighty (180) calendar days after the initial check mailing date

IT IS SO ORDERED.

DATED: _____

THE HONORABLE CHARMAINE H. BUEHNER
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

***Leticia Bonnet v Vital Plus Home Health Care. et al* (Case Number: 2025CUOE046790)**

1. At the time of service, I was a United States citizen, a resident of the County of San Diego, over 18 years of age, and not a party to or interest in this action.

2. My business address is 5060 N. Harbor Drive, Suite 265, San Diego, CA 92106.

3. On **July 2, 2026**, I served the following document(s), including all exhibits thereto:

• **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL TO CLASS ACTION**

SETTLEMENT AND APPROVAL OF PAGA SETTLEMENT

4. I served the document(s) on the following:

- LightGabler LLP
Michael H. Brody - mbrody@lightgablerlaw.com
Ryan C. Ely - rely@lightgablerlaw.com
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Telephone: (805) 248-7208; Facsimile: (805) 248-7209
- LWDA – Via Online Submission - <https://dir.govfa.net/432>

5. The document(s) were served by the following means:

☒ **BY ELECTRONIC SERVICE** –Based on a court order, court rule, or an agreement of the parties to accept electronic service, I caused such document(s) to be delivered to the person(s) at the electronic service address set forth above. Said document(s) was/were served electronically and the transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **July 2, 2026**, at San Diego, California.

Diane Richard

Name

/s/ Diane Richard

Signature