THE MARKHAM LAW FIRM
David R. Markham (SBN 71814)
dmarkham@markham-law.com
Lisa R. Brevard (SBN 323391)
lbrevard@markham-law.com
888 Prospect Street, Suite 200
La Jolla, CA 92037
Telephone: (619) 399-3995/Facsimile: (619) 615-2067

COHELAN KHOURY & SINGER
Isam C. Khoury (SBN 58759)
ikhoury@ckslaw.com
Maggie Realin (SBN 263639)
mrealin@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone: (619) 595-3001/Facsimile: (619) 595-3000

UNITED EMPLOYEES LAW GROUP, P.C.
Walter L. Haines (SBN #71075)
whaines@uelglaw.com
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Telephone: (562) 256-1047/Facsimile: (562) 256-1006

Attorneys for Plaintiff Stacey L. Grimson,
on behalf of herself and all others similarly situated

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

STACEY L. GRIMSON, on behalf of herself and all others similarly situated,

Plaintiff,

v.

PROVIDENT CARE INC., a California Corporation; and DOES 1-10, inclusive,

Defendant.

Case No. STK-CV-UOE-2025-0014893
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Blanca Bañuelos
Department 10B

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Date: TBD
Time: 9:00 a.m.
Dept.: 10B

Complaint filed: October 10, 2025
Trial date: Not Set

Plaintiff's Motion for Order Granting Preliminary Approval of Class Action and Representative Action Settlement ("Motion") came on for hearing on _____ in Department 10B of the above-captioned Court. The Court, having fully reviewed the Motion, supporting Memorandum of Points and Authorities, Declarations of Isam C. Khoury of Cohelan Khoury & Singer, David R. Markham of The Markham Law Firm, Walter L. Haines of United Employees Law Group, Plaintiff Stacey Grimson, the Class Action and PAGA Settlement Agreement ("Agreement"), proposed Notice of Class Action Settlement ("Class Notice"), having carefully analyzed the Agreement and Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to all Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the good faith, fairness, adequacy and reasonableness of any proposed Settlement, THE COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. The Court conditionally finds, for the purpose of approving this settlement only, the proposed Class meets the requirements of California Code of Civil Procedure section 382: (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-defined community of interest in the subject matter of the class action among Class Members; (c) the claims of the Class Representative are typical of the claims of proposed Class Members; (d) the Class Representative has and will adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for efficient adjudication of this controversy in the settlement context; and (f) counsel of record for the Class Representative are qualified to serve as counsel for the Class.

2. The Court finds on a preliminary basis that the Agreement, incorporated by this reference in full, and made a part of this Order of preliminary approval, appears to be within the range of reasonableness of a settlement which could ultimately be given final approval by this Court.

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

3. It appears to the Court on a preliminary basis that: (a) the settlement amount is fair and reasonable to Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (b) significant investigation, research, and discovery have been conducted and counsel for the Parties are able to reasonably evaluate their respective positions; (c) settlement will avoid substantial costs, delay and risks presented by further prosecution of the Action; and (d) the proposed Settlement is the result of intensive, serious and non-collusive negotiations between the Parties and facilitated by an experienced mediator.

4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary Approval of Class and Representative Action Settlement is GRANTED, and as a part of preliminary approval, the Court accepts and incorporates the Agreement in this Order and orders the Class be conditionally certified for settlement purposes only pursuant to the terms and conditions of the Agreement.

5. The Class is defined for purposes of the settlement of this Action, as: "All current and former non-exempt In-Home Health Workers, including similar job duties and/or titles, of Defendant within the State of California at any time from October 1, 2023 to the date of preliminary approval.

6. For settlement purposes, Aggrieved Employees are defined as: "All current and former non-exempt In-Home Health Workers, including similar job duties and/or titles, of Defendant within the State of California at any time from October 15, 2024 to the date of preliminary approval.

7. The Court finds the proposed Class Notice, attached as Exhibit A to Agreement, fairly and adequately advises Class Members of (a) the pendency of the Class Action; (b) the conditional certification of the Class for settlement purposes only; (c) preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval Hearing; (e) the terms of the proposed Settlement and benefits available to Class Members; (f) their right to receive a proportionate share of the Net Settlement Amount without the need to return a claim form; (g) their right to request exclusion from the settlement and the procedures and deadline for doing so;

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

(h) their right to object to, or file documents in opposition to the Settlement, and the procedure for doing so; and (i) their right to appear at the Final Approval hearing. The Court further finds that the Class Notice clearly comports with all constitutional requirements, including those of due process. Accordingly, good cause appearing, the Court APPROVES the Class Notice.

8. The Court further finds mailing of the Class Notice to the last known address of Class Members as described in the Agreement, with the measures taken for verification of addresses and skip tracing set forth, is an effective method of notifying Class Members of their rights with respect to the class action and Settlement. Accordingly, it is ORDERED:

9. ILYM Group, Inc. ("ILYM") be appointed the Settlement Administrator to administer the Settlement as more specifically set forth in the Agreement.

10. The law firms of Cohelan Khoury & Singer, The Markham Law Firm and United Employees Law Group, be conditionally appointed as Class Counsel.

11. Plaintiff Stacey Grimson be conditionally appointed as the Class Representative.

12. Within fourteen (14) calendar days after entry of a Preliminary Approval Order, to the extent practicable, Defendant will securely provide the Settlement Administrator with the necessary Class Data, including the names, last known mailing addresses and social security numbers of the Class Members. In addition, Defendant will provide the Settlement Administrator with data indicating the number of workweeks/pay periods worked by each Class Member during the Class Period and PAGA Period, as reflected in Defendant's records.

13. Within fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail to each Class Member and/or Aggrieved Employee a Class Notice by first class, regular U.S. mail, using the most current mailing address information available, with measures taken for updating an address as provided by the terms of the Agreement.

14. On or before the Response Deadline [forty-five (45) calendar days from the initial mailing of the Class Notices by the Settlement Administrator], Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator, by mail and postmarked by the Response Deadline, a written request for exclusion as set forth in the Class

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Notice. Class Members who are sent a re-mailed Class Notice shall have their Response Deadline extended by fourteen (14) calendar days from the date the Settlement Administrator re-mails the Class Notice.

15. On or before the Response Deadline, Class Members who dispute the number of Workweeks must submit to the Settlement Administrator, by mail and postmarked by the Response Deadline, evidence with documentation to establish the number of workweeks working during the Class Period, as set forth in the Class Notice.

16. On or before the Response Deadline, Class Members who wish to object to the Settlement, should submit to the Settlement Administrator, by mail and postmarked by the Response Deadline, an objection which must include, (a) the objector's full name, signature, address, and telephone number; (b) a written statement of the grounds for the objection accompanied by any legal support for such objection; and (c) copies of any papers, briefs, or other documents upon which the objection is based. Class Members who are sent a re-mailed Class Notice shall have their Response Deadline extended by fifteen (15) calendar days from the date the Settlement Administrator re-mails the Class Notice.

17. The Court preliminarily finds and determines that the following disbursement amounts are fair and reasonable and in accordance with the Settlement.

A. The Court preliminarily finds and determines that the fees and expenses in administrating the Settlement incurred by ILYM in the amount estimated at $8,900.00 are fair and reasonable.

B. The Court preliminarily finds and determines the Class Representative Incentive Award not to exceed $15,000.00 to Plaintiff Stacey Grimson is fair and reasonable.

C. The Court preliminarily finds and determines the PAGA Payment in the amount of $15,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, is fair, adequate and reasonable.

D. The Court preliminarily finds and determines Class Counsel's request for attorneys' fees not to exceed $50,000, and litigation costs (estimated not to exceed $15,000) is fair and reasonable.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

E. The Court preliminarily finds and determines Defendant shall pay the Gross Settlement Amount, in three installments as provided in section D(2) of the Agreement.

18. IT IS FURTHER ORDERED the Final Approval Hearing shall be held before the undersigned at 9:00 a.m. on _____, in Department 10B of the San Joaquin County Superior Court, Stockton Courthouse located at 180 E. Weber Avenue, Stockton, California 95202, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to consider applications for Service Payment to the Plaintiff/Class Representative, Settlement Administration expenses, and Class Counsel's attorneys' fees and costs. All briefs and materials in support of an Order Granting Final Approval and Entering Judgment, Service Payment, Settlement Administration payment, and Class Counsel's attorneys' fees and costs shall be filed sixteen (16) court days before the scheduled hearing.

19. All proceedings in this matter, except those contemplated by the Agreement or this Order, are stayed.

20. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to Class Members. Class Counsel is to provide notice of any change in the hearing date to Class Members who have filed written objections.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Blanca Bañuelos
JUDGE OF THE SUPERIOR COURT

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101