

FILED
San Diego Superior Court

JAN 09 2026

Clerk of the Superior Court
By: K. Sorianosos, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ILIANA VASQUEZ, an individual, MARIA
MARTINEZ, an individual, on behalf of
themselves and other current and former
employees,

Plaintiffs,

vs.

AMERICARE HEALTH & RETIREMENT,
INC; and DOES 1 through 50,

Defendants.

Case No.: 37-2023-00023506-CU-OE-CTL

(Assigned for All Purposes to Hon. Matthew C.
Braner, Department: C-60)

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT
THEREON

Judge: Hon. Matthew C. Braner
Dept.: C-60
Date: January 9, 2026
Time: 9:00 a.m.

1 This matter has come before the Court on the Motion of Plaintiffs Iliana Vasquez and Maria
2 Martinez for Final Approval of Class Action Settlement (“Motion”). A Fairness Hearing was held
3 on **January 9, 2026**, following the Court’s order granting Plaintiffs’ motion for preliminary
4 approval of the Settlement and notice of the Settlement to the Class with an opportunity for Class
5 Members to request exclusion or object to the Settlement. The Parties now seek final approval of
6 the Class Action Settlement and PAGA Settlement.

7 **I. FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this Action, all claims alleged
12 herein, and all Parties hereto, including Plaintiffs, all Class Members, and Defendants
13 AMERICARE HEALTH & RETIREMENT, INC.

14 **Preliminary Approval Of The Settlement**

15 3. On **August 15, 2025**, the Court granted preliminary approval of a class-wide
16 settlement and approved certification of a provisional settlement class for settlement purposes only.
17 The Court confirms this Order and finally approves the settlement and the certification of the
18 Settlement Class and PAGA Group for purposes of the settlement.

19 4. The Court confirms the law firms of Mashiri Law Firm, APC and The Jami Law
20 Firm P.C. as co-counsel for the Class (“Class Counsel”). The Court finds that Class Counsel have
21 the sufficient experience, knowledge, and skill to promote and safeguard the interests of the Class,
22 and no conflicts of interest. The Court therefore finds that Class Counsel satisfies the professional
23 and ethical obligations of class counsel.

24 **Notice To The Class**

25 5. In compliance with the Preliminary Approval Order, Class Notice was mailed by
26 first class mail to the Class Members at their last known addresses on **September 19, 2025**. Mailing
27 of the Class Notice to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class. The Court finds that the Class Notice provided
2 fully satisfies the requirements of California Rules of Court, rule 3.769.

3 6. The deadline for opting out or objecting was **November 18, 2025**. There was an
4 adequate interval between mailing of the notice and the response deadline to permit Class Members
5 to evaluate their options regarding the settlement and respond accordingly. 0 Class Members
6 objected. 0 Class Members requested exclusion from the settlement.

7 7. The Court finds that the Class Members have been provided proper and adequate
8 notice, meeting the requirements of due process. The Court finds, based on the evidence submitted,
9 that the Class Notice and related documents, as well as the methodology used to implement the
10 Settlement, including providing notice to Class Members, (a) complied with this Court's
11 Preliminary Approval Order, (b) constituted the best practicable notice under the circumstances,
12 (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class
13 Members of the pendency of the Action and the proposed Settlement, their right to participate in
14 the Settlement, to opt out of the Settlement, to object to the Settlement and to appear at the Fairness
15 Hearing, and (d) met all applicable requirements of due process, the Code of Civil Procedure and
16 other applicable authorities.

17 8. The Court finds that adequate time has been provided for Class Members to respond
18 to the Class Notice, including by opting out of the Settlement or objecting to the Settlement or to
19 Plaintiffs' Motion for Approval of Attorneys' Fees and Costs.

20 **Fairness Of The Settlement**

21 9. The Agreement provides for a Gross Settlement Amount of Six Hundred and Fifty
22 Thousand Dollars (\$650,000.00). The Agreement is entitled to a presumption of fairness. (*Dunk v.*
23 *Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

24 10. The Court finds that the Settlement, the terms of which are set forth in the Class and
25 PAGA Action Settlement Agreement and Release ("Agreement"), is fair, reasonable, and adequate
26 as to the settling Parties, including the Settlement Class Members, and is in the best interests of all
27 those affected by the Settlement. The Court finds that the Settlement was the result of vigorously
28

1 contested litigation and good-faith arm's-length negotiations, and is reasonable based on the risks,
2 expense, and complexity of the Action and the likelihood of success in it. The Court hereby grants
3 final approval of the Parties' Settlement, as set forth in the Agreement, and enters Judgment
4 accordingly. The Parties are directed to perform the terms of the Agreement and to report to the
5 Court when that performance has been completed.

6 11. The Court has already determined solely for purposes of this Settlement, by way of
7 its Preliminary Approval Order, that the Settlement Class satisfies the applicable standards for
8 certification under the Code of Civil Procedure. The Settlement Class, which will be bound by this
9 Final Approval Order and Judgment, include all Class Members who did not submit a timely and
10 valid Request for Exclusion. For purposes of the Settlement and this Final Approval Order and
11 Judgment, the Settlement Class shall be represented by Plaintiffs and shall include Plaintiffs and
12 all persons classified as a non-exempt hourly employee who did not sign an arbitration agreement
13 and who worked for AmeriCare in California during the period of December 3, 2021 through
14 August 15, 2025 who fall within the scope of the claims alleged in this Action, excluding those
15 who have timely opted out.

16 12. The percentage of objectors and requests for exclusion is zero. 0 objections were
17 received. 0 requests for exclusion were received.

18 13. The participation rate is high. 372 Class Members will be participating in the
19 Settlement and will be issued settlement payments.

20 14. The Agreement is finally approved as fair, adequate, and reasonable and in the best
21 interests of the Class Members.

22 15. Settlement Class Members shall be paid their respective shares of the Net Settlement
23 Sum as provided in the Agreement.

24 16. The portion of the PAGA Settlement Amount to be paid to the California Labor &
25 Workforce Development Agency ("LWDA") and the portion of the PAGA Settlement Amount to
26 be paid to PAGA Group Members shall be paid as provided in the Agreement. The LWDA and all
27 PAGA Group Members will be bound by this Final Approval Order and Judgment.

17. All Withholdings and Taxes owed on the Settlement Awards, as calculated by the Settlement Administrator, shall be paid and reported to the appropriate taxing authorities as set forth in the Agreement.

Attorneys' Fees and Litigation Expenses

18. The Agreement provides for an award of up to 1/3 of the Gross Settlement Amount, or no more than \$216,666.67, to Class Counsel as the attorneys' fees payment in this Action, subject to the Court's approval. The Agreement also provides for an award of Class Counsel's reasonable actual litigation expenses (of no more than \$15,000) incurred as the Class Counsel Litigation Expenses Payment.

19. An award of \$216,666.67 for the Class Counsel Fees Payment is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is reasonable and within the range of fee awards in common fund cases, and is supported by Class Counsel's lodestar. In the course of this litigation, Class Counsel incurred **\$7,085.98** in litigation costs including in the form of court filing fees, document copying fees, and mediation fees. The Court approves the Class Counsel Litigation Expenses Payment as reimbursement to Class Counsel for these costs, pursuant to the terms of the Agreement.

20. The unopposed application of Class Counsel for attorneys' fees and costs is hereby granted. The sum of **\$216,666.67** in attorneys' fees and costs not to exceed the sum of **\$7,085.98** shall be paid to Class Counsel, with payment to be made as provided for in the Agreement. Except as expressly set forth in this Final Approval Order and Judgment, the Parties shall bear their own attorneys' fees and costs.

Settlement Administration Expenses

21. The Agreement provides for Settlement Administration Expenses to be paid in an amount not to exceed \$12,995. The Declaration of the Settlement Administrator provides that the actual claims administration expenses were **\$12,995**. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator including, sending the Notice, processing opt outs, distributing settlement payments, and preparing tax documents. This amount

1 includes all costs and fees incurred to date, as well as estimated costs and fees involved in
2 completing the administration of the Settlement.

3 II. ORDERS

4 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
5 ADJUDGED AND DECREED:

6 1. The Settlement Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined all persons classified as a non-exempt hourly employees who did not sign
8 an arbitration agreement and who worked for AmeriCare in California during the period of
9 December 3, 2021 through August 15, 2025. The Class Period is December 3, 2021 through August
10 15, 2025.

11 2. The PAGA Group is certified for the purposes of settlement only. The PAGA
12 Members are hereby defined as all current and former non-exempt employees who are or were
13 previously employed during the period of May 26, 2022 to August 15, 2025. The PAGA Period is
14 defined as the period of May 26, 2022 to August 15, 2025.

15 3. Excluded from the Settlement Class are those 0 individuals who submitted a valid
16 and timely request for exclusion. Every person in the Class who did not opt out is a Participating
17 Class Member.

18 4. The Agreement is hereby approved as fair, reasonable, adequate, and in the best
19 interest of the Class.

20 5. The Parties are ordered to effectuate the Settlement in accordance with this Order
21 and the terms of the Agreement.

22 6. Class Counsel are awarded attorneys' fees in the amount of \$216,666.67 and
23 litigation expenses in the amount of \$7,085.98.

24 7. The payment of \$12,995 to the Settlement Administrator, Phoenix Class Action
25 Administration Solutions, for Settlement Administration Expenses is approved.

26 8. The PAGA component of the settlement allocating \$40,000 to resolve the PAGA
27 claim alleged in the Action is also hereby approved as fair, reasonable, and adequate. The PAGA
28

1 Payment shall allocate a 75% share to the LWDA (\$30,000), with the remainder (\$10,000) to be
2 distributed among PAGA Group Members on a pro-rata basis based on their workweeks.

3 9. The Settlement Administrator is directed to make the payments set forth herein, in
4 accordance with the terms and conditions of the Agreement.

5 10. By no later than _____, the Settlement Administrator shall file a report
6 setting forth (1) the total amount of money actually paid to Settlement Class Members and PAGA
7 Group Members, (2) the portion of the PAGA Settlement Amount paid to the LWDA, and (3) the
8 portion of the LWDA Payment paid to the LWDA. (Code Civ. Proc., § 384, subd. (b).)

9 11. Final Judgment is hereby entered in this action. The Final Judgment shall bind each
10 Participating Class Member. The Final Judgment shall operate as a full release and discharge of
11 Defendants, each of their present, former, and future parents, each of their subsidiaries, affiliates,
12 divisions, corporations in common control, predecessors, successors, and assigns, and each of their
13 respective present, past, and future officers, directors, employees, partners (both general and
14 limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal
15 representatives, and any other individual or entity which could be liable for any of the Released
16 Claims ("Released Parties") from any and all Released Class Claims that occurred during the Class
17 Period as to the Participating Class Members. The Released Class Claims are defined as all claims,
18 debts, liabilities, demands, obligations, damages, and actions or causes of action of any kind that
19 arise before or on the Preliminary Approval Date and were alleged in the Complaint or the PAGA
20 Notice or could have reasonably been alleged against any of the Released Parties based on the facts
21 alleged in any of the Complaints or the PAGA Notices and including claims under Labor Code
22 sections 201, 202, 203, 204, 210, 218.5, 226, 226(a)(1)-(9), 226(b), 226(c), 223, 226.7, 227.3, 245
23 et seq. (the Healthy Workplace Healthy Family Act of 2014), 510, 558, 1194, 1197, 1198, 2802,
24 and 2698 et seq. (PAGA); and Business and Professions Code section 17200 et seq. (the Unfair
25 Competition Law). ("Released Class Claims"). Released Class Claims shall also include any and
26 all claims for attorneys' fees, costs, expenses, interest, penalties, liquidated damages, punitive
27 damages and any other damages or relief that have been or could have been asserted by any
28 Settlement Class Member arising out of the acts alleged in the Action or arising out of the facts,

1 matters, transactions or occurrences set forth in the Action. Specifically excluded from the
2 Released Class Claims are claims that: (1) cannot be waived as a matter of law, such as claims for
3 unemployment insurance, workers' compensation and vested benefits covered by ERISA; (2)
4 claims for wrongful termination, discrimination, retaliation and harassment under any state or
5 federal civil rights law, including Title VII and California's Fair Employment and Housing Act;
6 and (3) claims outside the temporal scope of the Class Period.

7 12. The Final Judgment shall also operate as a full release and discharge of Defendants,
8 and the Released Parties from any and all Released PAGA Claims that occurred during the PAGA
9 Group Period as to the PAGA Group Members. "Released PAGA Claims" are defined as all claims
10 asserted in Plaintiffs' Complaint pursuant to Labor Code section 2698 *et seq.* that arise out of or
11 are related to the Released Claims during the Settlement Period. ("Released PAGA Claims").

12 13. The Agreement is not an admission by Defendants or any of the other Released
13 Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in
14 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
15 Final Approval Order, the Agreement, nor any document referred to herein, nor any action taken to
16 carry out the Settlement is, may be construed as, or may be used as an admission by or against
17 Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever.
18 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
19 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
20 concession with regard to the denials or defenses by Defendant or any of the other Released Parties
21 and shall not be offered in evidence in any action or proceeding against Defendant or any of the
22 Released Parties in any court, administrative agency or other tribunal for any purpose as an
23 admission whatsoever other than to enforce the provisions of this Final Approval Order and
24 Judgment, the Agreement, or any related agreement or release. Notwithstanding these restrictions,
25 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
26 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
27 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
28 or issue preclusion or similar defense as to the claims being released by the Settlement.

1 14. Notice of entry of this Final Approval Order and Judgment shall be given to Class
2 Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of
3 entry of this Final Approval Order and Judgment to individual Class Members and the Final
4 Approval Order and Judgment shall be posted on the Settlement Administrator's website as
5 indicated in the Class Notice.

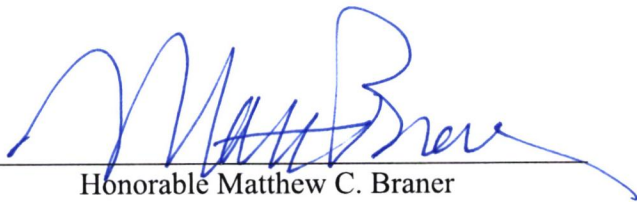
6 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Agreement pursuant to Code of Civil Procedure section 664.6,
8 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
9 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

10 16. If the Settlement does not become final and effective in accordance with the terms
11 of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
14 be vacated.

15 17. Any uncashed settlement checks shall be transmitted to the California State
16 Controller within 30 days of the expiration of the 180-day check cashing period by the Settlement
17 Administrator, together with names, contact information and information regarding the amount of
18 their payment.

19 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
20 **ENTERED ACCORDINGLY.**

21
22 Dated: 1/9/26


Honorable Matthew C. Braner
Judge of the Superior Court