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

Coordination Proceeding

ABLELIGHT WAGE AND HOUR CASES

Included actions:

Rayford et al. v. AbleLight, Inc., a Wisconsin corporation, Sacramento County Superior Court, Case No. 23CV001488

Maiden v. AbleLight, Inc., Alameda County Superior Court, Case No. 22CV022721

Judicial Council Coordination Proceeding Case No.: JCCP5328

[Assigned Coordination Trial Judge: Hon. Jill H. Talley, Dept. 23]

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

[Filed with Plaintiffs' Notice of Motion and Memorandum of Points and Authorities, the Declarations of Plaintiffs Rayford and Brown in Support of Motion, the Declaration of Lluvia Islas re: Settlement Administration, and Kane Moon, and [Proposed] Judgment]

FINAL APPROVAL HEARING:

Date: April 18, 2025
Time: 9:00 a.m.
Dept: 23
Judge: Hon. Jill H. Talley

Rayford Action Filed: May 11, 2023
Actions Coordinated: July 9, 2024
Trial Date: Not set

Rayford et al. v. AbleLight, Inc.

No.: 22CV001488

[PROPOSED] FINAL APPROVAL ORDER

BY FAX



~~PROPOSED~~ **FINAL APPROVAL ORDER**

Plaintiffs Gerald Blythe Rayford and Joshonda Brown (“Plaintiffs”) and Defendant AbleLight, Inc. (“Defendant”) (collectively, the “Parties”) reached a settlement of the above-captioned matter (the “Action”) alleging various wage-and-hour causes of action. On December 13, 2024, the Court entered a Minute Order granting Plaintiffs’ motion for preliminary settlement approval, granting conditional class certification, approving the format of the Class Notice, and setting a Final Approval Hearing (the “Preliminary Approval Order”). The Parties’ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement”) was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on February 22, 2024. Plaintiffs now move for final settlement approval.

The Court, having duly considered Plaintiffs’ final approval motion, the supporting declarations and exhibits thereto, including the Settlement and lone Objection thereto, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiffs’ final approval motion came before Department 23 of this Court, the Honorable Jill H. Talley presiding, on April 18, 2025.

3. The Court finds that the Settlement was made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiffs and their counsel of record (“Class Counsel”); is the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Further, the Court has considered the one Opt-Out Request from the Settlement and the one Class Member Objection. Accordingly, the Court hereby **GRANTS** Plaintiffs’ final approval motion and **ORDERS** Judgment to be entered in accordance with the terms herein.

1 4. The Court certifies, for settlement purposes only, the following class ("Class"): All
2 Defendant's current and former non-exempt employees, including individuals classified as independent
3 contractor home caregivers, or similar positions, in the state of California during the Class Period.

4 5. The "Class Period" means: June 2, 2018 through December 13, 2024.

5 6. The Court-approved *Notice of Class Action Settlement* (the "Class Notice"), which was
6 provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
7 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
8 practicable under the circumstances by providing individual and adequate notice of the proceedings and of
9 the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due
10 process and provided Class Members with adequate instructions and a variety of means to obtain additional
11 information.

12 7. The deadline to submit an Opt-Out Request or to submit an Objection to the Settlement was
13 March 3, 2025, for the majority (793) of Class Members. The extended response deadline for the remaining
14 (18) Class Members was March 18, 2025.

15 8. One Opt-Out Request was received from an individual identified by the Settlement
16 Administrator as **RFDABLT468**. Accordingly, this individual is excluded from the Settlement Class; and all
17 remaining 819 Class Members remain in the Settlement Class and bound by this Final Approval Order and
18 the accompanying Judgment.

19 9. The Court finds that a full opportunity has been afforded to Class Members to object to the
20 Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to
21 the Settlement. Only one Objection was made. The Court has duly considered, and hereby overrules, the
22 Objection.

23 10. Notwithstanding the submission of a timely Opt-Out Request, Class Members are still bound
24 by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to
25 *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do not apply
26 to the Released PAGA Claims.

27 11. The Court finds that Plaintiffs have exhausted all administrative remedies required to
28 bring the PAGA claims asserted in this Action and are authorized to act as private attorneys general

1 with respect to the Released PAGA Claims being released under the Settlement. The Court further
2 finds that pursuant to California Labor Code section 2699(s)(2), the California Labor and Workforce
3 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is therefore
4 bound by this Final Approval Order and the accompanying Judgment.

5 12. The Released PAGA Claims shall bind the following individuals (“Aggrieved Employees”):
6 All Defendant’s current and former non-exempt employees, including individuals classified as independent
7 contractor home caregivers, or similar positions, in the state of California during the PAGA Period.

8 13. The “PAGA Period” means: June 2, 2021 through December 13, 2024.

9 14. Release of Claims:

- 10 a. Released Parties: means “Defendant AbleLight Inc., its parents, subsidiaries, affiliates,
11 insurers, related entities and divisions, and its and their respective: (i) predecessors,
12 successors, and assigns, and (ii) current and former agents, heirs, executors, administrators,
13 principals, officers, directors, shareholders, employees, founders, members, assigns,
14 insurers, attorneys, and all others claiming through or by any of them.” (Settlement, § I.40.)
- 15 b. Released Class Claims by Settlement Class Members. “Released Class Claims” means any
16 and all claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against
17 Released Parties, asserted in the Operative Complaint based on the facts therein alleged,
18 arising during the Class Period, including but not limited to claims arising from alleged
19 failure to pay unpaid wages, minimum wages, regular wages, and overtime and double time
20 wages; failure to provide meal periods and associated premium pay; failure to provide rest
21 periods and associated premium pay; failure to timely pay wages upon termination of
22 employment; failure to timely pay wages during employment; failure to provide compliant
23 wage statements; failure to maintain accurate payroll records; failure to reimburse necessary
24 business-related expenses; and unfair or unlawful business practices pursuant to California
25 Business and Professions Code §§ 12700, *et seq.* based on the aforementioned. (Settlement,
26 § I.38.)

- 27 i. Effective Date of Release: Upon the Effective Date and Defendant’s full funding
28 of all amounts owed under the Settlement, Plaintiffs and all Settlement Class

Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. Settlement, § II.9.a.)

c. Released PAGA Claims: “Released PAGA Claims” means any and all claims for civil penalties against Released Parties asserted in the Operative Complaint or any other claims for civil penalties against Released Parties that reasonably could have been asserted in the Operative Complaint based on the facts therein alleged, under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, arising under the PAGA Period, including but not limited to claims arising from alleged unpaid wages, minimum wages, regular wages, and overtime and double time wages; meal and rest period violations; untimely payment of wages; separation pay violations; wage statement violations; and unpaid reimbursements and expenses. (Settlement, § I.39.)

i. Effective Date of Release: Upon the Effective Date and Defendant’s full funding of all amounts owed under the Settlement, Plaintiffs, as agents and proxies of the State of California, will deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims (Settlement, § II.9.b.)

d. General Release of Claims by Plaintiffs: Upon the Effective Date and Defendant’s full funding of all amounts owed under the Settlement, Plaintiffs will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any Defendant. With respect to those claims released by Plaintiffs in their individual capacities, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect to

1 exist in his or her favor at the time of executing the release and that, if known by him or
2 her, would have materially affected his or her settlement with the debtor or released
3 party. Plaintiffs understand and agree that claims or facts in addition to or different from
4 those which are now known or believed by him to exist may hereafter be discovered. It
5 is Plaintiffs' intention to settle fully and release all claims he may now have against the
6 Released Parties, whether known or unknown, suspected or unsuspected.
7 Notwithstanding the above, the general release by Plaintiffs shall not extend to claims
8 for workers' compensation benefits, claims for unemployment benefits, or other claims
9 that may not be released by law. (Settlement, § II.10.)

10 15. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement Amount,
11 and the methodology used to calculate Individual Class Settlement Shares and Individual PAGA Payments
12 to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, Court
13 authorizes the Settlement Administrator to calculate and pay individual settlement shares in accordance with
14 the terms of the Settlement.

15 16. Defendant is ordered to fully fund the GSA (\$1,480,000.00) and also the amounts necessary
16 to fully pay its employer's share of payroll taxes owed on the Wage Portion of Individual Class Settlement
17 Shares, by transmitting the funds to the Settlement Administrator within thirty (30) calendar days of the
18 Effective Date, as that term is defined under the Settlement.

19 17. Within seven (7) calendar days after Defendant fully funds the GSA, the Administrator shall
20 disburse, in the amounts consistent with this Final Approval Order, the following payments: (1) the Class
21 Counsel Fees Payment; (2) the Class Counsel Costs Payment; (3) the Service Award payments; (4) the
22 Settlement Administration Costs payment; (5) the LWDA Payment; and (6) the 25% share of the PAGA
23 Penalties payable to Aggrieved Employees through Individual PAGA Payments. The remainder shall be
24 allocated to the Net Settlement Amount and distributed to Participating Class Members through Individual
25 Class Settlement Shares.

26 18. The Court confirms the appointment of Phoenix Class Action Settlement Administration as
27 the Settlement Administrator, which the Court finds has fulfilled its initial notice and reporting duties. The
28 Court awards payment to the Settlement Administrator in the amount of \$10,000.00 ("Settlement

Administration Costs”), payable from the GSA, for settlement administration services.

19. Pursuant to California Code of Civil Procedure section 384, the Court approves the designation of California Rural Legal Assistance, Inc., as an appropriate *cy pres* beneficiary of any uncashed settlement checks. Following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement Administrator shall transmit those amounts to the *cy pres*.

20. In accordance with rule 3.771(b) of the California Rules of Court, notice of this Final Approval Order and the accompanying Judgment shall be given to the Class by the Settlement Administrator. The Settlement Administrator is ordered to post an electronic copy of Judgment, along with a copy of this Final Approval Order, on its website for no less than 60 calendar days following entry thereof.

21. The Court finds Plaintiffs have adequately represented the Class and therefore confirms their appointment as the Class Representatives, for settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive as Settlement Class Members and/or Aggrieved Employees, the Court approves and orders a Service Award to Plaintiffs in the amount of **\$10,000.00**, each, payable from the GSA. The Court finds this amount is reasonable for Plaintiffs’ role and service as the Class Representatives, for the risks and work attendant to that role, and for their general release of claims and waiver of section 1542 rights.

22. The Court appoints Plaintiffs’ Counsel of record Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon Law Group, PC as Class Counsel.

23. The Court awards to Class Counsel a Class Counsel Fees Payment in the amount of thirty-three and one-third percent (33 and 1/3%) of the GSA (**\$493,333.33**) as payment for reasonable attorneys’ fees. The Court finds this award is reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court’s decision concerning the awarding of fees from monetary funds for class members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) Class Counsel undertook representation on a contingency basis despite the uncertainty of any fee award. Class Counsel were necessarily precluded from pursuing other potential sources of fees because of work and fiduciary duties owed in connection with this Action. Based on these considerations, and after conducting a lodestar cross-check, the Court finds the fee award is fair and reasonable.

24. The Court awards to Class Counsel a Class Counsel Costs Payment in the amount of

1 **\$17,830.44** as reimbursement for actual litigation costs. The Court finds these costs were actually and
2 necessarily incurred by Class Counsel in prosecution of this Action.

3 25. - A total amount of \$100,000.00 from the GSA shall be designated as "PAGA Penalties" for
4 resolution of the Released PAGA Claims. PAGA Penalties shall be distributed as follows: 75% (**\$75,000.00**)
5 to the LWDA (the "LWDA Payment") and 25% (**\$25,000.00**) to Aggrieved Employees.

6 26. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
7 provided for under the Settlement and this Final Approval Order and as approved by the Court.

8 27. This Final Approval Order and the accompanying Judgment are intended to be a final
9 disposition of the Action in its entirety and are intended to be immediately appealable.

10 28. The terms and obligations set forth in the Settlement are deemed part of this Final
11 Approval Order and the accompanying Judgment, and the Parties and the Administrator are ordered to
12 carry out the Settlement according to its terms and provisions.

13 29. Following entry of the accompanying Judgment, and without affecting the finality thereof,
14 pursuant to California Code of Civil Procedure section 664.6 and rule 3.769(h) of the California Rules of
15 Court, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for
16 purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration
17 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

18 30. Nothing in the Settlement, this Final Approval Order, or the accompanying Judgment will
19 be construed as an admission or concession by any Party.

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1 31. The Court sets a (Non-Appearance) Compliance Hearing re: Status of Distribution on
2 **April 17, 2026, at 10:30 a.m. in Department 23 of this Court.** Class Counsel shall file a declaration
3 regarding the status of the distribution of the settlement funds no later than fifteen (15) calendar days
4 prior to the Compliance Hearing. If the Court is satisfied that the settlement funds have been fully
5 distributed, no appearance will be required at the Compliance Hearing.

6 **IT IS SO ORDERED.**

7 Dated: 04/30/2025


Hon. Jill H. Talley
Judge of the Superior Court, Sacramento
Coordination Trial Judge for Case No. JCCP5328

