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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

RENEE HANEY, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

PACIFIC COAST SERVICES, INC. dba
PACIFIC HOMECARE SERVICES INC., a
California corporation; PACIFIC IN HOME
SERVICES, LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 26CV-00661

Assigned for All Purposes to:
Honorable Stephanie Jamieson
Courtroom 8

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

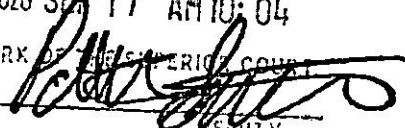
Hearing Date: September 17, 2026
Hearing Time: 8:15 a.m.
Hearing Place: Courtroom 8

Complaint Filed: January 23, 2026
Trial Date: None Set

FILED
MERCED COUNTY

2026 SEP 17 AM 10:04

CLERK OF THE SUPERIOR COURT

BY:  DEPUTY

1 The Court, having read the papers filed regarding Plaintiff Renee Haney's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
4 "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On March 17, 2026, Plaintiff and Defendants Pacific Coast Services, Inc. dba Pacific
6 Homecare Services, Inc. and Pacific In Home Services, LLC ("Defendant") entered the
7 Settlement Agreement.

8 On May 13, 2026, the Court entered an order preliminarily approving the settlement of
9 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
10 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
11 Class Members with an opportunity to object to the Settlement or exclude themselves from the
12 Class, and scheduling a Final Approval Hearing.

13 On September 17, 2026, the Court held a Final Approval Hearing.

14 1. Incorporation of Other Documents. This Order of Final Approval and
15 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all the capitalized terms in this Order and Judgment shall have the same
17 meaning as set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and all the
19 Class Members have been given the opportunity to request exclusion from the Class, the Court
20 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
21 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
22 grant final certification of the Class.

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1 3. Final Class Certification. The Court finds that the Class satisfies all
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
3 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
4 paid or non-exempt employees of Defendant within the State of California at any time during the
5 period from January 23, 2022, through February 7, 2026 ("Class," "Class Members," and "Class
6 Period"). There are 16,743 Class Members who did not submit valid and timely Requests for
7 Exclusion from the Settlement ("Participating Class Members").¹

8 4. Adequacy of Representation. Class Counsel fully and adequately
9 represented the Class in entering and implementing the Settlement Agreement and satisfied the
10 requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds that the Court Approved Notice of Class
12 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its
13 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
14 and Preliminary Approval Order. The Court finds that the Class Notice:

- 15 a. Constitutes notice reasonably calculated to apprise the Class Members of:
16 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
17 Settlement Agreement and their rights; (iii) their right to object to any
18 aspect of the Settlement Agreement; (iv) their right to exclude themselves
19 from the Settlement Agreement; (v) their right to receive settlement
20 payments; (vi) their right to appear at the Final Approval Hearing; and
21 (vii) the binding effect of the orders and judgment in this lawsuit on all the
22 Participating Class Members;
- 23 b. Constitutes notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, Rule of Court 3.769, and due process;
- 25 c. Constitutes the best practicable notice to the Class Members under the
26 circumstances of this lawsuit; and
- 27 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

28 ¹ The Administrator mailed Class Notices to 16,746 Class Members and received three (3)
requests for exclusion. As a result, there are 16,743 Participating Class Members.

1 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
2 preclude any action to enforce the terms and provisions of the Settlement.

3 7. Binding Effect. The terms and provisions of the Agreement and Order and
4 Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

5 8. Final Settlement Approval. The terms and provisions of the Settlement
6 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
7 experienced counsel who have carried out and meaningfully investigated the disputed claims.
8 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
9 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
10 Settlement Agreement according to its terms and provisions.

11 9. Release by the Participating Class Members. Effective on the date when
12 Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed
13 on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on
14 behalf of themselves and their former and present representatives, agents, attorneys, heirs,
15 administrators, successors, transferees, and assigns, release the Released Parties from the
16 Released Class Claims.

17 a. Release by the Aggrieved Employee. Effective on the date when
18 Defendant funds the entire Gross Settlement Amount and funds all
19 employer payroll taxes owed on the Wage Portion of the Individual Class
20 Payments, all the Participating and Non-Participating Class Members, who
21 are Aggrieved Employees, are deemed to release, on behalf of themselves
22 and their former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from the
24 Released PAGA Claims.

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1 b. Release by Plaintiff. Effective on the date when Defendant funds the entire
2 Gross Settlement Amount and funds all employer payroll taxes owed on
3 the Wage Portion of the Individual Class Payments, Plaintiff and
4 Plaintiff's former and present spouses, representatives, agents, attorneys,
5 heirs, administrators, successors, and assigns generally release and
6 discharge the Released Parties from the Plaintiff's Release. Furthermore,
7 Plaintiff expressly waives and relinquishes the provisions, rights, and
8 benefits, if any, of section 1542 of the Civil Code.

9 c. Released Parties. The Released Parties include (i) Defendant; (ii)
10 Defendant's past and present direct and indirect parents; (iii) respective
11 past and present direct and indirect subsidiaries and affiliates of any of the
12 foregoing; (iv) past and present shareholders, directors, officers, agents,
13 employees, attorneys, insurers, members, partners, managers, contractors,
14 agents, consultants, representatives, administrators, fiduciaries, benefit
15 plans, transferees, predecessors, successors, and assigns of any of the
16 foregoing; and (v) any individual or entity which could be jointly liable
17 with any of the foregoing.

18 10. Gross Settlement Amount. The Court approves the Gross Settlement
19 Amount of \$2,422,291 to be paid by Defendant.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses

Payment. The Court finds the Class Counsel Fees Payment of \$847,801.85 (35% of the Gross Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of \$15,345.83 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees or costs incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees or costs incurred by Plaintiff or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review the Class Counsel Fees Payments and to only award so much as determined to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this matter, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court approves the Class Counsel Fees Payment of \$847,801.85.

b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs expended. Pursuant to the Settlement Agreement, Class Counsel may seek reimbursement of litigation costs of up to \$20,000. The Court approves the Class Counsel Litigation Expenses Payment of \$15,345.83.

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1 12. Class Representative Service Payment. The Court finds the Class
2 Representative Service Payment of \$10,000 to be paid to Plaintiff to be reasonable and
3 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and
4 provisions set forth in the Settlement Agreement.

5 a. The rationale for making enhancement payments is that the class
6 representatives should be compensated for the expense and risk incurred in
7 conferring a benefit on the Class. The criteria that the courts consider
8 include: (i) risks to the class representatives in commencing the lawsuit;
9 (ii) notoriety and personal difficulties encountered; (iii) amount of time
10 and effort spent by class representatives; (iv) litigation duration; and (v)
11 personal benefit (or lack thereof) enjoyed by the class representatives.

12 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
13 involvement. Given the risks inherent in serving as the class
14 representative, work performed, and benefits created for the Class
15 Members, the Court approves the Class Representative Service Payment
16 of \$10,000.

17 13. Administration Expenses Payment. The Court finds the Administration
18 Expenses Payment of \$74,350 to be paid to the Administrator to be reasonable and appropriate.
19 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set
20 forth in the Settlement Agreement.

21 a. The Court has reviewed the Declaration of Amanda Howard from ILYM
22 Group, Inc., the Court-approved Administrator. The Court finds that the
23 notice provided to the Class Members constitutes the best practicable
24 notice to the Class Members and satisfied due process. The Court also
25 finds that the Administrator adequately administered the Settlement. The
26 Court approves the Administration Expenses Payment of \$74,350.

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1 14. PAGA Penalties. The Court finds the PAGA Penalties of \$250,000, sixty-
2 five percent (65%) of which (\$162,500) will be paid to the California Labor and Workforce
3 Development Agency and thirty-five percent (35%) of which (\$87,500) will be distributed to the
4 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA
5 Penalties are to be paid pursuant to the terms and provisions set forth in the Agreement.

6 15. Fairness of the Settlement Agreement. As noted in the Preliminary
7 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
8 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
9 negotiations following litigation, discovery, and exchange of documentation. The negotiations
10 were facilitated with the help of an experienced and well-respected mediator.

11 a. There are no objections and only three (3) requests for exclusion,
12 demonstrating the fairness of the Settlement Agreement.

13 16. Funding of the Gross Settlement Amount. No later than the Effective
14 Date, Defendants shall fund the Gross Settlement Amount and all employer payroll taxes owed
15 on the Wage Portion of the Individual Class Payments by transmitting the funds to the
16 Administrator. No later than fourteen (14) calendar days after Defendants fund the Gross
17 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
18 Class Payments, the Administrator will mail checks to the appropriate entities and persons.

19 17. Uncashed Checks. The Class Members must cash or deposit their
20 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
21 issued. The uncashed settlement checks will be canceled and transmitted to the California
22 Controller's Unclaimed Property Fund in the name of the Class Members.

23 18. Modification of the Agreement. The Agreement may be amended or
24 modified only by a written instrument signed by the Parties and their counsel or their
25 representatives/successors-in-interest. Such amendments or modifications shall be consistent
26 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

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1 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
2 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and Order and Judgment and for
4 any other necessary purpose. This includes, without limitation:

- 5 a. Entering such additional orders as may be necessary or appropriate to
6 protect and/or effectuate this Order and Judgment approving the
7 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
8 related proceedings, and to ensure the fair and orderly administration of
9 the Settlement Agreement;
- 10 b. Enforcing the terms and provisions of the Settlement Agreement and
11 resolving any disputes, claims, or causes of action in this lawsuit that, in
12 whole or in part, are related to or arise out of the Settlement Agreement or
13 this Order and Judgment; and
- 14 c. Entering any other necessary or appropriate orders to protect and
15 effectuate this Court's retention of continuing jurisdiction.

16 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
18 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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9 DATED: 9/17/2026


10 HONORABLE STEPHANIE JAMIESON
11 SUPERIOR COURT JUDGE
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**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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On September 17, 2026, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Haney v. Pacific Coast Services, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-1149471-26**
Court Case No.: 26CV-00661
Merced 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

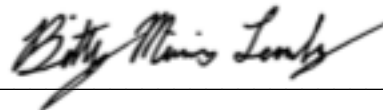
[X] BY ELECTRONIC SUBMISSION

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 September 17, 2026, at Pasadena, California.



Bitty Minnis-Lemley