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Superior Court of California
County of Los Angeles

04/15/2026

David W. Slayton, Executive Officer / Clerk of Court

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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VENITA BALL an individual on behalf of
himself and others similarly situated,

Plaintiff,

vs.

ADVANCE NURSING SERVICES,
INC., a California corporation; THE
ARROYO – WOMEN’S SHELTER, a
business entity of unknown form; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23STCV18600

Assigned for All Purposes To:
Hon. David S. Cunningham III

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT
AND CLASS NOTICE AND ENTERING
JUDGMENT**

Date: April 15, 2026
Time: 10:00 a.m.
Dept.: SS11

Complaint Filed: August 4, 2023
FAC Filed: October 6, 2023
Trial Date: None Set

ORDER

Plaintiff Venita Ball (“Plaintiff”), on behalf of herself and other similarly situated employees of Defendant Advance Nursing Services, Inc. (“Defendant”) (collectively, “the Parties”), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement (“Motion”). The Motion was set for hearing on April 15, 2026, at 10:00 a.m. in Department 11 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012. The Court, having considered the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement,” which is attached as **Exhibit 1** to the Declaration of Enoch J. Kim in Support of the Motion), the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice,” which is attached as **Exhibit A** to the Settlement Agreement), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all current and former employees within the State of California who, at any time from August 4, 2019, to January 19, 2025, are or were employed as non-exempt hourly employees by Defendant (“Class Members” or “the Class”).

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Action, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court’s September 12, 2025,

1 Order Granting Preliminary Approval of Settlement (“Preliminary Approval Order”), including
2 individual notice to all Class Members who could be identified through reasonable effort, and
3 was the best notice practicable under the circumstances. The Notice provided due and adequate
4 notice of the proceedings and of the matters set forth in the Preliminary Approval Order,
5 including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the
6 requirements of California law, the California and United States Constitutions (including the Due
7 Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of
8 Court rule 3.766, and any other applicable law. The Notice also provided due and adequate
9 notice to Class Members of their right to exclude themselves from the Settlement, as well as their
10 right to object to the proposed Settlement.

11 5. For the reasons set forth in the Preliminary Approval Order and in the transcript
12 of the proceedings of the preliminary approval hearing, which are adopted and incorporated by
13 reference, the Court finds the Settlement was entered into in good faith and further finds that the
14 Settlement is fair, reasonable, and adequate, and in the best interests of the Class Members.
15 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
16 action Settlement under California law, including the provisions of California Code of Civil
17 Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23,
18 approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821
19 (1971).

20 6. The Court approves the Settlement as set forth in the Settlement Agreement and
21 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
22 to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The
23 Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive
24 arms-length negotiations. In granting final approval of the Settlement Agreement, the Court
25 considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the
26 allocation of settlement proceeds among the Participating Class Members, and the fact that a
27 settlement represents a compromise of the Parties’ respective positions rather than the result of a
28 finding of liability at trial. Additionally, the Court finds that the terms of the Settlement

1 Agreement had no obvious deficiencies and did not improperly grant preferential treatment to
2 any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was
3 entered into in good faith.

4 7. As of the date Defendant funds the Gross Settlement Amount and employer
5 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all
6 Participating Class Members and all Aggrieved Employees shall be bound by the releases set
7 forth in the Settlement Agreement.

8 8. No individual has opted out from the Settlement; therefore, 100% of Class
9 Members are Participating Class Members.

10 9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
11 are admissions by Defendant, or any of the other Released Parties, of liability on any of the
12 allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any
13 claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

14 10. The Court confirms Natalie Haritoonian, Enoch Kim, Matthew Carraher, and
15 Antonia McKee of D.Law, Inc., as Class Counsel and finds that Class Counsel has adequately
16 represented the Class for purposes of entering into and implementing the Settlement.

17 11. The Court finds the \$386,330.00 Gross Settlement Amount provided for under the
18 Settlement to be fair and reasonable. Defendant is required to make all payments necessary to
19 fund the Settlement in accordance with the terms of the Settlement Agreement. The Court
20 approves the following deductions from the Gross Settlement Amount: (1) \$127,489.00 for
21 attorneys' fees to Class Counsel; (2) \$21,589.99 for attorneys' litigation expenses to Class
22 Counsel; (3) Class Representative Service Payment of \$7,500.00 to Plaintiff Venita Ball; (4)
23 PAGA Penalties of \$40,000.00 for claims asserted under California's Private Attorneys General
24 Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce
25 Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro*
26 *rata* basis; and (5) \$14,490.00 for Settlement Administrator Costs to Apex Class Action, LLC
27 ("Apex"). The Net Settlement Amount available for distribution to the Class is approximately
28 \$175,261.01.

1 12. Pursuant to the terms of the Settlement, and the authorities, evidence, and
2 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of
3 \$127,489.00 and for costs and expenses in the amount of \$21,589.99 as final payment for and
4 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
5 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of
6 reasonableness and that the result achieved justifies the award and that the requested expenses
7 were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be
8 made from the Gross Settlement Amount in accordance with the terms of the Settlement
9 Agreement.

10 13. It is ordered that Class Representative Service Payment of \$7,500.00 to Plaintiff
11 Venita Ball is fair and reasonable as a service award for her service to the Class.

12 14. The Court further approves the payment of \$14,490.00 to Apex to cover the costs
13 of administration as provided for in the Settlement Agreement. The payment authorized by this
14 paragraph shall be made in accordance with the terms of the Settlement Agreement.

15 15. The Court also approves the PAGA Penalties payment of \$40,000.00 for claims
16 asserted under PAGA, with 75% (\$30,000.00) payable to the LWDA and the other 25%
17 (\$10,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the
18 Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement
19 Amount in accordance with the terms of the Settlement Agreement.

20 16. The Court finds the settlement payments from the Net Settlement Amount
21 provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court
22 approves and orders the calculations and the payments to be made and administered to the
23 Participating Class Members in accordance with the terms of the Settlement Agreement. The
24 settlement payments authorized by this paragraph shall be made in accordance with the terms of
25 the Settlement Agreement. It is also ordered that, 180 days after the date of distribution of
26 Individual Class Payments and Individual PAGA Payments to the Class, all funds from any
27 uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller
28 of the State of California to be held pursuant to the Unclaimed Property Law, California Civil

Code § 1500, *et seq.*, for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property.

17. The Court shall examine the final accounting at a Compliance Hearing set on January 20, 2027 at 9:30 a.m..

18. Defendant shall not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement.

19. Without affecting the finality of the Settlement, this Order, or Final Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction over the above-captioned action and the Parties, including all Participating Class Members, relating to the Action and the administration, consummation, enforcement and interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary purpose.

20. The final order shall constitute the final judgment.

21. There is no reason to delay the enforcement of this Final Approval Order and the Final Judgment.

IT IS SO ORDERED.

Dated: 04/15/2026, 2026



~~Honorable David S. Cunningham~~
Bruce G. Iwasaki
Judge of the Superior Court