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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

14 LEAH MALAPIT, INFINITY PRICE,
15 LAURA MACIAS, and LIWANAG LINANG,
16 individuals, on behalf of themselves, and on
17 behalf of all persons similarly situated, and on
18 behalf of the State of California, as private
19 attorneys general,

20 Plaintiffs,

21 vs.

22 ED DAVID CARE HOMES, INC., a
23 corporation; AIM HIGHER,
24 INCORPORATED, a corporation; and DOES
25 1 through 50, inclusive,

26 Defendants.

CASE NO.: 23CV012773

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

Hearing Date: October 3, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Laurie A Damrell
Dept: 22

Date Filed: December 5, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Leah Malapit, Infinity Price, Laura Macias and
2 Liwanag Linang (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant Ed David Care Homes, Inc. (“Defendant”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
5 for hearing on October 3, 2025 before the Honorable Laurie A. Damrell.

6 **I.**

7 **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 litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Seventy-Five
16 Thousand Dollars (\$475,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On May 2, 2025, the Court granted preliminary approval of the Settlement. At this
25 same time, the Court approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

- 27 6. In compliance with the Preliminary Approval Order, the Court-approved Class
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1 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
2 about May 30, 2025. Mailing of the Class Notice to their last-known addresses was the best notice
3 practicable under the circumstances and was reasonably calculated to communicate actual notice
4 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
5 Members fully and accurately informed the Class Members of all material elements of the
6 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
7 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
8 fully with the laws of the State of California, the United States Constitution, due process and other
9 applicable law. The Class Notice fairly and adequately described the Settlement and provided
10 Class Members adequate instructions and a variety of means to obtain additional information.

11 7. The Response Deadline for opting out or submitting written objections to the
12 Settlement was July 29, 2025, which for re-mailings was extended by fourteen (14) days. There
13 was an adequate interval between notice and the deadline to permit Class Members to choose what
14 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
15 Members to participate in this hearing, and all Class Members and other persons wishing to be
16 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
17 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness of the Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
22 48 Cal. App. 4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 Parties during an all-day mediation before Steve Mehti, an experienced mediator of wage and hour
25 class actions. There has been no collusion between the Parties in reaching the Settlement.

26 b. Plaintiffs and Class Counsel's investigation and discovery have been
27 sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for all Parties are experienced in similar employment class action
2 litigation. Class Counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. No requests for exclusion were received.

5 e. The participation rate was high. 90 Participating Class Members will be
6 mailed a settlement payment, representing 100% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the
8 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
9 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
10 Class Members' claims, given the uncertainties and significant risks of the litigation and the
11 delays which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate, and reasonable and in the best
13 interests of the Class Members.

14 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

15 11. An award of \$158,333 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$24,159.11 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
19 lodestar and billing statement.

20 **Class Representative Service Payments**

21 12. The Agreement provides for Class Representative Service Payments in an amount
22 not more than \$10,000 each for the Plaintiffs, subject to the Court's approval. The Court finds
23 that Class Representative Service Payments in the amount of \$10,000 to each of the Plaintiffs is
24 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
25 their time and effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$6,500 in fees and expenses, and this amount is reasonable in light
7 of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
13 allocated by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period, and then multiplying the result by the number of PAGA Pay periods worked by
16 each Aggrieved Employee. The "Aggrieved Employees" are all non-exempt employees who are
17 or previously were employed by Defendant in California at any time during the PAGA Period
18 (September 12, 2022 through March 11, 2025). Pursuant to Labor Code section 2699, subdivision
19 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not
20 indicated any objection thereto. The Court finds these PAGA Penalties to be reasonable.

21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 15. The Class is certified for the purposes of settlement only. The Class is defined as
25 follows:

26 All non-exempt employees who are or previously were employed by Defendant in
27 California at any time during the Class Period (December 6, 2019 through March
28 11, 2025).

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were no
3 individuals who requested exclusion.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the
6 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
7 Administrator no later than 30 days after the Effective Date.

8 18. Class Counsel are awarded attorneys’ fees in the amount of \$158,333 and costs in
9 the amount of \$24,159.11. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiffs, or members of the Class.

11 19. The payment of Class Representative Service Payments in the amount of \$10,000
12 each to the Plaintiffs is approved.

13 20. The payment of \$6,500 to the Administrator for its fees and expenses is approved.

14 21. The PAGA Penalties amount of \$10,000 is approved and is to be distributed in
15 accordance with the Agreement.

16 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
17 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
18 entry.

19 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
22 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
24 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
25 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 25. If the Agreement is not finally approved, then this Final Approval Order and
12 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
13 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiffs, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
22 release claims against all Released Parties as follows:

23 (a) All Participating Class Members, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, release Released Parties from the Released Class Claims. The "Released Class
26 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts
27 stated in the Operative Complaint which occurred during the Class Period during employment in a
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1 non-exempt position in California. Except as expressly set forth in the Agreement, Participating
2 Class Members do not release any other claims, including claims for vested benefits, wrongful
3 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
4 disability, social security, workers' compensation, or claims based on wholly on facts occurring
5 outside the Class Period.

6 (b) All Aggrieved Employees and LWDA are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
9 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
10 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
11 Notice, which occurred during the PAGA Period during employment in a non-exempt position in
12 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
13 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability,
14 and worker's compensation, and claims wholly outside of the PAGA Period.

15 (c) Plaintiffs and their respective former and present spouses, representatives,
16 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
17 Released Parties from the Plaintiffs' Release, as set forth fully in the Agreement.

18 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
19 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
20 Administrator shall transmit the funds represented by such checks to the California Controller's
21 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
22 subject to the requirements of California Code of Civil Procedure § 384, subd. (b).

23 30. The Court hereby enters judgment in the entire Action as of the filing date of this
24 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
25 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
26 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
27 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

1 31. A settlement compliance hearing is set for August 28, 2026 at 10:30 a.m. in
2 Department 22. At least 15 days prior to the settlement compliance hearing, Class Counsel shall
3 file a declaration regarding the status of the distribution of the settlement funds. If the Court is
4 satisfied that the settlement funds have been fully distributed, no appearance will be required at the
5 settlement compliance hearing.

6 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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8 Dated: _____

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10 _____
HON. LAURIE A. DAMRELL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA