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10 STEPHANIE FLORES, and all others similarly situated
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14 **(UNLIMITED JURISDICTION)**

15 STEPHANIE FLORES, on behalf of herself, all
16 others similarly situated, and as an “aggrieved
17 employee” on behalf of other “aggrieved
18 employees” under the Labor Code Private
19 Attorneys General Act of 2004,

20 *Plaintiff(s),*

21 vs.

22 FREEDOM CARE LLC, a New York limited
23 liability company; FREEDOM CARE CA LLC,
24 a New York limited liability company; and
25 DOES 1–50, inclusive,

26 *Defendant(s).*

FILED
Superior Court of California
County of Los Angeles
12/15/2025

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

Case No.: 23STCV23051

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 12/8/2023
Hearing Date: December 15, 2025
Hearing Time: 11:00 a.m.
Hearing Dept: 7, The Honorable
Samantha P. Jessner



SPIVAK LAW
EMPLOYEE RIGHTS

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STEPHANIE FLORES, and all others similarly situated



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2 This matter came on for hearing on at December 15, 2025 11:00 a.m. in Department 7
3 of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action
4 Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action
5 and PAGA Settlement Agreement and Class Notice (the "Settlement") filed herewith which
6 provides for a Gross Settlement Amount ("GSA") of \$240,869.40 in compromise of all disputed
7 claims on behalf of current and former position of hourly, non-exempt intake coordinator and
8 centralized form specialist employees employed by Defendants Freedom Care LLC and
9 Freedom Care CA LLC (collectively "Defendants") who worked in California during the Class
10 Settlement.

11 In accordance with the Court's prior ruling granting Preliminary Approval of Class
12 Action Settlement, Class Members have been given notice of the terms of the Settlement and
13 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
14 received and considered the Settlement, the supporting papers filed by the Parties, and the
15 evidence and argument received by the Court in conjunction with the motions for preliminary
16 and final approval of the Settlement, the Court grants final approval of the Settlement and
17 HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
18 DETERMINATIONS:

19 1. The Court has jurisdiction over the subject matter of the Action and over all
20 Parties to the Action, including all Class Members who did not request to be excluded from the
21 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
22 Class Action Settlement of April 07, 2025, the Class Notice was sent to each Class Member by
23 First Class U.S. mail. The Class Notice informed Class Members of the terms of the Settlement,
24 their right to receive their proportional share of the Settlement, their right to request exclusion,
25 their right to comment upon or object to the Settlement, and their right to appear in person or by
26 counsel at the final approval hearing and be heard regarding final approval of the Settlement.
27 Adequate periods of time were provided by each of these procedures. No member of the Class
presented written objections to the proposed Settlement as part of this notice process, stated an
intention to appear, or actually appeared at the final approval hearing.

2. For purposes of this Settlement, the "Settlement Class" means all nonexempt



1 hourly employees employed by one or both Defendants in the state of California who worked
2 anytime during the Class Period (collectively “Class Members”) The “Class Period” means the
3 period of time from December 08, 2019 through October 3, 2024. Settlement, ¶ I.B.

4 3. The Court finds and determines that the notice procedure afforded adequate
5 protections to Class Members and provides the basis for the Court to make an informed decision
6 regarding final approval of the Settlement based on the responses of Class Members. The Court
7 finds and determines that the notice provided in this case was the best notice practicable, which
8 satisfied the requirements of law and due process as to all persons entitled to such notice.

9 4. **Release by Plaintiff and Class Members.** Plaintiff’s Release. Plaintiff and her
10 respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns generally, release and discharge Released Parties from all claims,
12 transactions, or occurrences that occurred during the Class Period, including, but not limited any
13 and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
14 damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses
15 (including attorney fees and costs), known or unknown, at law or in equity, which she may now
16 have or may have after the signing of this Agreement, arising out of or in any way connected
17 with her employment with Defendants including, the Released Class Claims, Released PAGA
18 Claims, claims that were asserted or could have been asserted in the Complaint, and any and all
19 transactions, occurrences, or matters between the Parties occurring prior to the date this
20 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall
21 include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act;
22 (b) Title VII of the Civil Rights Act of 1964; (c) the Age Discrimination in Employment Act;
23 (d) the Fair Labor Standards Act; (e) the Equal Pay Act; (f) the California Fair Employment and
24 Housing Act; (g) the California Labor Code; and any and all other federal, state, and local
25 statutes, ordinances, regulations, rules, and other laws, and any and all claims based on
26 constitutional, statutory, common law, or regulatory grounds. (“Plaintiff’s Release.”) Plaintiff’s
27 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
vested benefits, unemployment benefits, disability benefits, social security benefits, workers’
compensation benefits that arose at any time, or based on occurrences outside the Class Period.
Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that



1 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
2 or additional facts or Plaintiff's discovery of them. Settlement, para. 6.1.

3 5. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
4 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
5 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

6 A general release does not extend to claims that the creditor or releasing party does not
7 know or suspect to exist in his or her favor at the time of executing the release, and that
8 if known by him or her would have materially affected his or her settlement with the
9 debtor or Released Party.

10 Settlement, para. 6.1.1.

11 6. Release by Participating Class Members: All Participating Class Members, on
12 behalf of themselves and their respective former and present representatives, agents, attorneys,
13 heirs, administrators, successors, and assigns, release Released Parties from all claims stated in
14 the Operative Complaint including but not limited to claims for failure to pay wages, failure to
15 pay overtime wages, failure to pay vacation wages, failure to provide meal periods, failure to
16 authorize and permit rest periods, failure to indemnify for business expenses, failure to issue
17 proper wage statements, failure to timely pay wages, failure to maintain required payroll records,
18 been brought based on the Operative Complaint. Except as set forth in Section 6.3 of this
19 Agreement, Participating Class Members do not release any other claims, including claims for
20 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
21 unemployment insurance, disability, social security, workers' compensation, or claims based on
22 facts occurring outside the Class Period. Settlement, para. 6.2.

23 Release by Aggrieved Employees. All Class Members who are also Aggrieved
24 Employees release all claims for civil penalties under PAGA that could have been sought by the
25 Labor Commissioner for the violations identified in Plaintiff's pre-filing letter and amended
26 letter to the LWDA and as alleged in the Operative Complaint and based on Released Class
27 Claims. Settlement, para. 6.3.

7. The Court further finds and determines that the terms of the Settlement are fair,
reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and



1 provisions of the Settlement, including the release of claims contained therein, should be and
2 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
3 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
4 Period, all Class Members are hereby deemed to have waived and released all Released Claims
5 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
6 as fully set forth in the Settlement. No objections were received by the Parties or the Court
7 through the date of this Final Order and Judgment. The Court finds that no Class Member(s)
8 submitted a request for exclusion from the Settlement as determined by the Administrator and
therefore is/are not in the Settlement Class.

9 8. The Court finds and determines that (a) the Individual Class Payment to be paid
10 to Participating Class Members and (b) the \$3,000.00 payment to the LWDA for the PAGA
11 penalty under the California Labor Code Private Attorneys General Act of 2004, as amended,
12 California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and
13 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts
14 be made to the Participating Class Members and to the California Labor & Workforce
Development Agency, in accordance with the terms of the Settlement.

15 9. The Court further grants final approval to and orders that the following payments
16 be made in accordance with the terms of the Settlement:

17 a. A Class Counsel Fees Payment in the amount of \$80,289.80 for
18 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$11,167.75
to Class Counsel;

19 b. ~~\$15,000.00~~ **\$7,500.00** as a Class Representative Service Payment payable to
20 Plaintiff Stephanie Flores for her service as the class representative;

21 c. \$5,000.00 in Administrator's fees payable to ILYM Group, Inc. for its
22 services as the Administrator;

23 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
24 LWDA; and

25 e. Employer-side payroll taxes (to be paid in addition to the Gross
Settlement Amount by Defendant.

26 10. The settlement administration shall proceed as directed in the Settlement, and no
27 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without



1 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
2 of all matters relating to the interpretation, administration, implementation, effectuation and
3 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule
4 of Court 3.769(h).

5 11. Within 14 calendar days of the Effective Date, Defendants shall deposit the
6 Settlement proceeds in an account designated by the Administrator: (i) the total amount of all
7 Individual Class Payment to Participating Class Members, (ii) the Court approved Class Counsel
8 fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv) the Court-
9 approved costs of the Administrator, and (v) the payment to the LWDA. Defendants shall also
10 pay their share of the employer-side payroll taxes in addition to the GSA.

11 12. Defendants' payment of such sums shall be the sole financial obligation of
12 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
13 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
14 expenses.

15 13. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
16 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
17 Share check. After the expiration of the 180-day period, on Defendants' behalf, the Settlement
18 Administrator shall remit any amounts from Voided Settlement Checks and otherwise
19 unclaimed to California Unclaimed Property Fund.

20 14. The Parties shall file a final accounting report by December 11, 2026 A
21 nonappearance case review re submission of a final report is scheduled for December 18, 2026
22 at 9:00.m. in Department 7.

23 15. Nothing in this Final Order and Judgment shall preclude any action to enforce
24 the Parties' obligations under the Settlement or hereunder, including the requirement that
25 Defendants deposit funds for distribution by the Administrator to participating Class Members
26 in accordance with the Settlement.

27 16. The Court hereby enters final Judgment in this case in accordance with the terms
of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
and this Final Order and Judgment.

17. The Parties are hereby ordered to comply with the terms of the Settlement.

18. The Parties shall bear their own costs and attorneys' fees except as otherwise



1 provided by the Settlement and this Final Order and Judgment.

2 19. The Settlement is not an admission by Defendants nor is this Final Order and
3 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
4 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
5 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
6 and Judgment, Settlement, any document referred to herein, any exhibit to any document
7 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
8 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
9 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
10 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
11 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
12 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
13 and any other papers and records on file in the Action may be filed in this Court or in any other
14 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
15 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
16 the Release Class Claims and the Released PAGA Claims

17 20. This document shall constitute a Judgment for purposes of California Rule of
18 Court 3.769(h).

19 **IT IS SO ORDERED, ADJUDGED AND DECREED.**




Samantha Jessner / Judge

20 Date: 12/15/2025

21
22 The Honorable Samantha P. Jessner
23 Judge of the Superior Court
24



25 SPIVAK LAW
26 EMPLOYEE RIGHTS
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