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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

DIANA RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

VISITING NURSE & HOSPICE CARE, an
unknown business entity; VISITING NURSE
& HOSPICE CARE OF SANTA BARBARA,
a California corporation; VNA HEALTH, an
unknown business entity; PERSONAL CARE
SERVICES, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22CV05104

Honorable Donna D. Geck
Department 4

CLASS ACTION

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

Date: July 10, 2026
Time: 10:00 a.m.
Department: 4

Complaint Filed: December 21, 2021
FAC Filed: February 6, 2025
Trial Date: None Set

1 This matter has come before the Honorable Donna D. Geck, in Department 4 of the
2 above-entitled Court, located at 1100 Anacapa Street, Santa Barbara, CA 93101, on July 10,
3 2026 at 10:00 a.m., on Plaintiff Diana Rodriguez’s (“Plaintiff”) Motion for Final Approval of
4 Class Action and PAGA Settlement, Class Counsel Fees Payment and Litigation Expenses, and
5 Class Representative Service Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC,
6 appeared on behalf of Plaintiff and the Class, and Mullen & Henzell L.L.P. appeared on behalf
7 of Defendant Visiting Nurse & Hospice Care of Santa Barbara (“Defendant” or “VNA”).

8 On February 20, 2026, the Court entered the Order Granting Preliminary Approval of
9 Class Action and PAGA Settlement (“Preliminary Approval Order”), thereby preliminarily
10 approving the settlement of the above-entitled action in accordance with the Class Action and
11 PAGA Settlement and Release Agreement (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.
- 22 3. Unless otherwise specified, all citations and references to the PAGA statute that
23 are contained within this motion and supporting papers are to the former version of the PAGA
24 statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the
25 above-captioned action and the Settlement pursuant to California Labor Code § 2699, subd. (v),
26 as amended, because the above-captioned action was filed prior to June 19, 2024.
- 27 4. This Court has jurisdiction over the Class Members and all parties to the Action
28 as it pertains to the Action and the claims asserted in the Action.

1 5. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
3 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
4 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
5 The Class is hereby defined to include: all current and former non-exempt, hourly employees of
6 VNA who worked in California during the Class Period. (“Class” or “Class Members”).

7 6. The "Aggrieved Employees" are hereby defined to consist of the following
8 individuals: all current and former non-exempt, hourly employees of VNA who worked in
9 California during the PAGA Period.

10 7. The Court finds that the Court-approved Notice of Class Action Settlement and
11 Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class
12 Members, fully and accurately informed the Class Members of all material elements of the
13 Settlement, of their opportunity to participate in the Settlement, object to or comment on the
14 Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best
15 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
16 Members; and complied fully with the laws of the State of California, the United States
17 Constitution, due process and other applicable law. The Class Notice fairly and adequately
18 described the Settlement and provided the Class Members with adequate instructions and a
19 variety of means to obtain additional information.

20 8. Two individuals submitted timely and valid Requests for Exclusion from the
21 Settlement and are therefore not bound by the terms and conditions of the Settlement, including
22 the Participating Class Members' Release. The individuals who excluded themselves from the
23 Settlement are Deborah Ann Hensler and Amada Marta Campuzano.

24 9. The Court finds that there were no objections to the Settlement raised by any
25 person on the record at the hearing on the Final Order.

26 10. Pursuant to California law, the Court hereby grants final approval to the
27 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
28 Class as a whole. More specifically, the Court finds that the Settlement was reached following

1 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
2 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
3 arms-length negotiations between the parties. In so finding, the Court has considered all of the
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
5 expense, and complexity of pursuing the claims presented; the likely duration of further
6 litigation; the amount offered in the Settlement; the extent of investigation and discovery
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
8 including the monetary allocations and payments, appear within the range of reasonableness,
9 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues. The Court has further considered the absence of any objections to the Class and PAGA
12 Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
13 Settlement be affected in accordance with the Settlement Agreement and the following terms
14 and conditions.

15 11. A full opportunity has been afforded to the Class Members to participate in the
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
17 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
18 from the Class Settlement. Accordingly, the Court determines that upon the Effective Date,
19 Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion
20 from the Class Settlement (“Participating Class Members”), on behalf of themselves and their
21 respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, fully release and forever discharge Defendant and the Released Parties
23 from all claims, causes of action, rights, demands, penalties, costs, and attorneys' fees arising
24 during the Class Period under state, federal, or local law that were alleged, or reasonably could
25 have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the
26 course of the Action ("the Class Released Claims")

27 12. The Court finds that Plaintiff Diana Rodriguez has satisfied the prerequisites
28 under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*)

1 (“PAGA”), including, and not limited to, providing the California Labor and Workforce
2 Development Agency (“LWDA”) and Defendant with notice of the specific provisions of the
3 California Labor Code alleged to have been violated, including, and not limited to, the facts and
4 theories to support the alleged violations, in conformity with California Labor Code §
5 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the
6 LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor
7 Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the
8 allocation of \$15,000.00 toward civil penalties under the California Private Attorneys General
9 Act of 2004 (“PAGA Penalties”), and the Court finds that they are fair, reasonable, and
10 appropriate, and hereby approved. The Administrator shall distribute the PAGA Penalties as
11 follows: the amount of \$11,250.00 to the LWDA (“LWDA PAGA Payment”), and the amount
12 of \$3,750.00 to the Aggrieved Employees as Individual PAGA Payments, in accordance with
13 the terms and methodology set forth in the Agreement.

14 13. The Court determines that upon the Effective Date, all Class Members who are
15 Aggrieved Employees, regardless of whether they are Participating Class Members or Non-
16 Participating Class Members, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the
18 State of California, fully release and forever discharge the Released Parties from all claims for
19 civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably
20 could have been alleged, based on the facts stated in the Operative Complaint, the PAGA
21 Notice, and/or ascertained in the course of the Action (“the PAGA Released Claims”).

22 14. The Court hereby directs that the Settlement be affected in accordance with the
23 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
24 herein.

25 15. The Court finds that payment of Administration Costs in the amount of
26 \$8,000.00 to Simpluris, Inc. (“Simpluris” or “Administrator”), is appropriate for the services
27 performed and costs incurred and to be incurred for the notice and settlement administration
28 process, and is hereby approved. It is hereby ordered that the Administrator shall issue payment

1 to itself in the amount of \$8,000.00, in accordance with the terms and methodology set forth in
2 the Settlement Agreement.

3 16. The Court finds that the Class Representative Service Payment in the amount of
4 \$7,500.00 to Plaintiff Diana Rodriguez is fair and reasonable, and hereby approved. It is hereby
5 ordered that the Administrator issue payment in the amount of \$7,500.00 to Plaintiff Diana
6 Rodriguez for her Class Representative Service Payment, according to the terms set forth in the
7 Settlement Agreement.

8 17. The Court finds that attorneys' fees in the amount of \$279,999.60 to Class
9 Counsel falls within the range of reasonableness and that the results achieved justify the award
10 sought, and is hereby approved. It is hereby ordered that the Administrator issue payment in the
11 amount of \$279,999.60 to Class Counsel for attorneys' fees, in accordance with the terms and
12 methodology set forth in the Settlement Agreement.

13 18. The Court finds that reimbursement of litigation costs and expenses in the
14 amount of \$15,000.00 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
15 that the Administrator issue payment in the amount of \$15,000.00 to Class Counsel for
16 reimbursement of litigation costs and expenses, in accordance with the terms and methodology
17 set forth in the Settlement Agreement.

18 19. It is hereby ordered that within fifteen (15) calendar days after the Effective
19 Date, Defendant shall deposit the Gross Settlement Amount of \$699,999.00 and the employer's
20 share of payroll taxes and contributions with respect to the wage portion of Individual Class
21 Payments into an account established by the Administrator, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 20. It is hereby ordered that within fourteen (14) calendar days following the funding
24 of the Gross Settlement Amount, the Administrator will issue payments due under the
25 Settlement and approved by the Court as follows: (a) Individual Class Payments to Participating
26 Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) the LWDA
27 PAGA Payment to the LWDA, (d) Class Representative Service Payment to Plaintiff, (e) Class
28 Counsel Fees Payment and Class Counsel Litigation Costs Payment to Class Counsel, and (f)

Administration Costs to the Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

21. Each check issued to a Participating Class Member and/or Aggrieved Employee for his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a period of one hundred eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The funds associated with checks issued to Participating Class Members and Aggrieved Employees that have not been cashed or deposited within the 180-day period shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the individuals to whom the checks had originally been issued. All Participating Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Class Payment checks. All Aggrieved Employees shall be bound by Released PAGA Claims regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

22. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits. The terms of the Settlement Agreement, and this Judgment and Order, shall be binding on Plaintiff, the State of California, and Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement. This Judgment and Order, on the one hand, and the Settlement Agreement, on the other hand, may be filed in any action by VNA or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith

1 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim
2 preclusion, issue preclusion, or similar defense or counterclaim.

3 23. Neither this Order and Judgment nor the Settlement (or any other document
4 referred to in this Order and Judgment or the Settlement) is, may be construed as, or may be
5 used as, an admission of liability or fault by VNA or the Released Parties, or a finding as to the
6 validity of any claims in the lawsuit or of any wrongdoing or violation of law. The Settlement is
7 not a concession by the Parties and, to the extent permitted by law, neither this Order nor the
8 Settlement, nor any of their terms or provisions, nor any of the negotiations or proceedings
9 connected with them, shall be offered as evidence or received in evidence in any pending or
10 future civil, criminal, or administrative action or proceeding to establish any liability of, or
11 admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Order shall
12 be interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate
13 or enforce the Settlement, or defend against the assertion of claims in any other proceeding, or
14 as otherwise required by law.

15 24. Individualized notice of this Final Approval Order and Judgment is not required.
16 The Administrator shall post a copy of the Final Approval Order and Judgment on the
17 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of
18 this Final Approval Order and Judgment.

19 25. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
20 Department 4. Class Counsel shall submit the Administrator's accounting report regarding the
21 status of the funding and disbursement of the Settlement at least five (5) court days prior to the
22 Final Compliance Hearing.

23 **IT IS SO ORDERED.**

24
25 DATE: _____

The Honorable Donna D. Geck
Judge of the Santa Barbara County Superior
Court of California