

1 **D.LAW, INC.**
David Keledjian (SBN 309135)
2 d.keledjian@d.law
David Arakelyan (SBN 337076)
3 d.arakelyan@d.law
450 N. Brand Blvd. Ste. 840
4 Glendale, CA 91203
Telephone: (818) 962-6465
5 Facsimile: (818) 962-6469

6 Attorneys for Plaintiff RENATO G. VIRAY,
on behalf of himself and others similarly situated
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN MATEO**
10

11 RENATO G. VIRAY, on behalf of himself
and all others similarly situated, and the
12 general public,

13 *Plaintiff,*

14 v.

15 CARE INDEED, INC., a California
corporation; CARE INDEED HOME
16 HEALTHCARE, INC., a California
corporation; and DOES 1 through 50,
17 inclusive,

18 *Defendants.*
19

Case No.: 23CIV04746

CLASS ACTION

[Assigned for all purposes to the Hon. Mark A.
McCannon, Dept. 2]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
APPROVING FORM OF NOTICE TO
THE CLASS, PROVISIONALLY
CERTIFYING THE SETTLEMENT
CLASS, AND SETTING FINAL
APPROVAL HEARING**

Hearing

Date: January 15, 2026
Time: 3:00 p.m.
Dept: 2

1 **RECITALS**

2 On December 17 2025, Plaintiff Renato G. Viray (the “Named Plaintiff”), individually and
3 on behalf of the Class, and Defendants Care Indeed, Inc. and Care Indeed Home Healthcare, Inc.
4 (collectively “Defendants”) entered into a class action and PAGA settlement, the terms and
5 conditions of which are set forth in the parties’ Class Action and PAGA Settlement Agreement
6 (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in
7 this Order, all capitalized terms shall have the same meaning as set forth in the parties’ Settlement
8 Agreement, filed concurrently with this motion.

9 The motion of Named Plaintiff for an order preliminarily approving the settlement of this
10 action, approving the form of notice to the class, certifying the settlement class for settlement
11 purposes, approving the proposed settlement’s allocation of funds to claims under the Private
12 Attorneys General Act (“PAGA”) and setting a final approval hearing came on for hearing in
13 Department 2 of this Court on January 15, 2026.

14 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
15 Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of
16 Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement
17 appears fair, reasonable and adequate, and (2) that a final hearing should be held after notice to the
18 Class (defined below) of the proposed settlement to determine if the Settlement Agreement and
19 settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered
20 in these actions based upon the Settlement Agreement.

21 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

22 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
23 **APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL**

24 1. The Court finds that certification of the following Settlement Class, for settlement
25 purposes only, is appropriate:

26 “All persons employed by Defendant Care Indeed, Inc., collectively or separately,
27 and/or any staffing agencies and/or any other third parties in California and classified
28 as hourly, non-exempt employees who worked for Defendant during the Class Period,

1 which is defined as October 11, 2019, through February 1, 2026.”

2 2. The Court finds that the following definition of Aggrieved Employees, for settlement
3 purposes only, is appropriate:

4 “All persons employed by Defendant as hourly non-exempt employees in the State
5 of California at any time from October 11, 2022, through February 1, 2026.”

6 3. The Court grants preliminary approval of the terms and conditions contained in the
7 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
8 range of possible approval at the final approval hearing.

9 4. The Court preliminarily finds, for settlement purposes only, that the Settlement Class
10 meets (i) the ascertainability and numerosity requirements; (ii) the commonality requirement
11 because, in the absence of class certification and settlement, each individual Class Member would
12 have to litigate core common issues of law and fact, all relating to Defendants’ alleged wage-and-
13 hour violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff
14 and the Class Members’ claims all arise from the same alleged events and course of conduct, and
15 are based on the same legal theories; and (iv) the adequacy of representation requirement because
16 the Named Plaintiff has the same interests as all members of the Class, and they are represented by
17 experienced and competent counsel.

18 5. The Court further finds, preliminarily and for settlement purposes only, that common
19 issues predominate over individual issues in this litigation and that class treatment is superior to the
20 other means of resolving this dispute. Employing the class device here will not only achieve
21 economies of scale for Class Members with individual claims, but also conserve the resources of
22 the judicial system and preserve public confidence in the integrity of the system by avoiding the
23 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
24 adjudications of similar issues and claims.

25 6. For settlement purposes only, the Court finds that the named Plaintiff, Renato G.
26 Viray, is an adequate representative and appoints her as such. David Yeremian, David Keledjian,
27 and David Arakelyan of D.Law, Inc. are appointed as Class Counsel for the Settlement Class
28 Members.

1 7. The Court appoints Phoenix Settlement Administrators to perform the duties of a
2 Settlement Administrator for the purpose of issuing the Class Notice and administering the
3 Settlement.

4 8. The Court recognizes that certification under this Order is for *settlement purposes*
5 *only and* shall not constitute or be construed as a finding by the Court, or an admission on the part
6 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
7 Order is without prejudice to the rights of Defendant to oppose class certification in the action,
8 should the proposed Settlement Agreement not be granted final approval.

9 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

10 9. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
11 the Settlement Agreement (**Exhibit 1**). The Court finds, on a preliminary basis, that the Settlement
12 Agreement appears to be within the range of reasonableness of a settlement that could ultimately be
13 given final approval by this Court. It appears to the Court on a preliminary basis that:

14 a. The settlement amount is fair and reasonable to all Class Members and
15 Aggrieved Employees when balanced against the probable outcome of further litigation relating to
16 liability and damages issues;

17 b. Extensive and costly investigation and research have been conducted such
18 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

19 c. Settlement at this time will avoid additional substantial costs, such as those
20 that have already been incurred by both parties, as well as avoid the delay and risks that would be
21 presented by the further prosecution of this litigation; and

22 d. The proposed settlement has been reached as the result of intensive, serious,
23 and non-collusive arm's-length negotiations.

24 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

25 **AND TIMELINE FOR SENDING CLASS NOTICE**

26 10. This Court finds that the Class Notice fairly and adequately advises the potential
27 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
28 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out

1 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
2 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
3 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
4 Class Member at their last known address comports with all constitutional requirements, including
5 those of due process under the United States and California constitutions, and meets the
6 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
7 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

8 11. The Settlement Administrator shall, as soon as practicable, but no later than the
9 deadline provided in the Settlement Agreement, cause the Class Notice to be mailed by first class
10 mail to all known members of the Class certified by this Court in this action to the most recent
11 address in Defendant's business records for each known Class Member. The mailing of the Class
12 Notices directed in this Order constitutes the best notice practicable under the circumstances and
13 sufficient notice to all members of the Class.

14 12. The costs of settlement administration, including the cost of printing and mailing the
15 Class Notices shall be paid from the Gross Settlement Amount, pursuant to the terms of the
16 Settlement Agreement.

17 13. Each Class Member who wishes to be excluded from the Settlement must submit a
18 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
19 Member who does not submit a timely request to be excluded from the Settlement consistent with
20 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
21 even if such Class Member has previously initiated or subsequently initiates individual litigation
22 against Defendant or other proceedings encompassed by the Released Class Claims defined in the
23 Settlement Agreement.

24 **OBJECTIONS TO SETTLEMENT**

25 14. Only Participating Class Members may object to the class action components of the
26 Settlement and/or the Settlement Agreement, including contesting the fairness of the Settlement,
27 and/or amounts requested for the Class Counsel Fees and Costs and/or Class Representative
28 Enhancement.

1 15. Participating Class Members may send written objections to the Administrator, by
2 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
4 Participating Class Member who elects to send a written objection to the Administrator must do so
5 not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14
6 days for Class Members whose Class Notice was re-mailed). If represented by personal counsel, the
7 counsel will be hired at the Class Member's expense.

8 16. Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 17. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
11 of any and all objections or written requests for exclusion that come into their possession.

12 **FINAL APPROVAL FAIRNESS HEARING**

13 18. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
14 the Settlement Agreement on _____, at _____ a.m./p.m. in Department 2 of this Court
15 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of
16 this action is fair, reasonable and adequate and should be finally approved. The Court will also
17 consider at the Final Hearing whether applications for Class Counsel Fees and Costs and Class
18 Representative Enhancement award to the Named Plaintiff should be granted and, if so, in what
19 amounts.

20 19. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
21 of the final approval of the Settlement Agreement and his request for approval of Class Counsel
22 Fees and Costs, and Class Representative Enhancement award no later than 16 court days prior to
23 the Final Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment
24 in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

25 20. All discovery and other pretrial proceedings in this action are stayed and suspended
26 until further order of this Court, except such actions as may be necessary to implement the
27 Settlement Agreement and this Order.

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1 21. If, for any reason, the Court does not grant final approval of the Settlement, all
2 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
3 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

4 **IT IS SO ORDERED.**

5
6 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT