

1 Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
2 Max W. Gavron (State Bar No. 291697)
mgavron@diversitylaw.com
3 **DIVERSITY LAW GROUP, P.C.**
515 S. Figueroa Street, Suite 1250
4 Los Angeles, CA 90071
(213) 488-6555
5 (213) 488-6554 facsimile

6 William L. Marder (SBN 170131)
bill@polarislawgroup.com
7 **POLARIS LAW GROUP**
501 San Benito Street, Suite 200
8 Hollister, CA 95023
Telephone: (831) 531-4214
9 Facsimile: (831) 634-0333

10 Attorneys for Plaintiffs and the Class

11 [Additional Counsel Information on Next Page]

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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF STANISLAUS

15 CHELSEY RICHARDSON, BETHANY
JEANNE REINKER, and CHARMAINE HUFF
16 as individuals and on behalf of all others
similarly situated and aggrieved employees,

17 Plaintiffs,

18 vs.

19 TELECARE CORPORATION, a California
20 corporation; and DOES 1 through 50, inclusive,

21 Defendants.

Case No. CV-24-006292

[Assigned for All Purposes to:
Hon. John R. Mayne, Dept. 21]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEY'S
FEES AND COSTS, AND SERVICE
PAYMENTS**

Date: May 29, 2026
Time: 8:30 a.m.
Dept.: 21

Action Filed: August 9, 2024
Trial Date: None Set

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung, SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

3 E-Mail: tluu@justiceforworkers.com

Joseph C. Ramli, SB# 339491

4 E-Mail: jramli@justiceforworkers.com

9575 Bolsa Avenue

5 Westminster, CA 92683

Tel: 323-922-2000

6 Fax: 323-922-2000

7 Blake R. Jones (SBN 211221)

blake@blakejones.law

8 **BLAKE JONES LAW, PC**

355 South Grand Avenue

9 Suite 2450 - #2052

Los Angeles, CA 90071

10 Tel: (323) 576-3221

11 Attorneys for Plaintiffs and the Class

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1 The Motion of Plaintiffs Chelsey Richardson, Bethany Jeanne Reinker, and Charmaine
2 Huff (collectively, “Plaintiffs”) for Final Approval of Class Action and PAGA Settlement,
3 Attorney’s Fees and Costs, and Service Awards (“Final Approval Motion”) came on regularly for
4 hearing before this Court pursuant to California Rule of Court 3.769 and this Court’s earlier Order
5 Granting Preliminary Approval of Class and PAGA Action Settlement (“Preliminary Approval
6 Order”).

7 Having considered the Parties’ Class and Representative Action Settlement Agreement
8 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
9 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
10 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
11 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
12 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
13 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
14 Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

15 1. Final judgment is hereby entered in conformity with the Settlement and this Final
16 Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus certifies,
18 for purposes of the Settlement, the following Class:

19 All current and former non-exempt employees of Defendant Telecare Corporation
20 (“Defendant”) in the State of California during the Class Period of March 16, 2023
until September 1, 2025.

21 3. The Court hereby confirms Plaintiffs as the Class Representatives; Larry W. Lee and
22 Max W. Gavron of Diversity Law Group, P.C., William Marder of Polaris Law Group, William C.
23 Sung of Justice for Workers, P.C., and Blake R. Jones of Blake Jones Law, PC as Class Counsel;
24 and Phoenix Settlement Administrators as the Administrator.

25 4. Notice was provided to Class Members as set forth in the Settlement, which was
26 approved by the Court on January 30, 2026, and the notice process has been completed in
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 conformity with the Settlement and the Court's Order Granting Preliminary Approval of Class
2 Action and PAGA Settlement. The Court finds that said notice was the best notice practicable under
3 the circumstances, and that individual notice was provided to all Class Members who could be
4 identified through reasonable effort. The Class Notice provided due and adequate notice of the
5 proceedings and matters set forth therein.

6 5. The Court finds that no Class Member objected to the Settlement, 16 Class Members
7 submitted a request for exclusion, and that the 99.78% participation rate in the Settlement supports
8 final approval.

9 6. The 16 Class Members who submitted requests for exclusion are Joy D. Dawson;
10 Dylan T. Dickerson; Chioma Ikechukwu; Kenya Liddell; Patty L. Mahanay; Brittney E. McCoy;
11 Joanne E. Mcfall; Nga T. Nguyen Breeden; Godwin C. Onyenobi; Ally Paulson; Alexia Quintanilla;
12 Betty L. Smith; Chisom E. Uzoukwu; Gloria Valledor; Caprice Watson; and Nicole R. Zamora.
13 Pursuant to the terms of the Settlement, these Class Members are not bound by the Released Class
14 Claims and will not receive any Individual Class Payments, but they are bound by the Released
15 PAGA Claims and will receive their pro-rata share of the Individual PAGA Payments.

16 7. The Court further finds that the Settlement is fair, reasonable, and adequate, and
17 orders the Parties to effectuate the Settlement according to its terms.

18 8. For purposes of settlement only, the Court finds that: (a) the Class Members are
19 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
20 of law or fact common to the Class, and there is a well-defined community of interest among
21 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
22 Representative are typical of the claims of the Settlement Class members; (d) the Class
23 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
24 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
25 Counsel are qualified to serve as counsel for the Class Representative and the Class.

26 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
27 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
28 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the

1 terms of the Settlement.

2 10. The Court orders Defendant to deposit the Gross Settlement Amount of
3 \$2,100,694.38 with the Administrator within 20 calendar days of the Effective Date.

4 11. The Court finds that Class Representative Service Payments in the amount of
5 \$10,000.00 to each Plaintiff, totaling \$30,000.00, is appropriate for Plaintiffs' service to the Class.
6 The Court finds that this payment is fair, reasonable, and adequate, and orders that the
7 Administrator make this payment in conformity with the terms of the Settlement.

8 12. The Court finds that attorney's fees in the amount of \$735,243.03 for Class Counsel
9 (broken down as \$95,581.57 to Diversity Law Group, P.C., \$51,467.04 to Polaris Law Group,
10 \$441,145.81 to Justice for Workers, P.C., and \$147,048.61 to Blake Jones Law, P.C.) are fair,
11 reasonable, and adequate in light of the common fund created by the Settlement, and orders that the
12 Administrator distribute these payments to Class Counsel in conformity with the terms of the
13 Settlement.

14 13. The Court finds that litigation costs of \$25,714.88 for Class Counsel (broken down
15 as \$3,672.53 to Diversity Law Group, P.C., \$6,094.71 to Justice for Workers, P.C., and \$15,947.64
16 to Blake Jones Law, P.C.) are fair, reasonable, and adequate in light of the common fund created by
17 the Settlement, and orders that the Administrator distribute these payments to Class Counsel in
18 conformity with the terms of the Settlement.

19 14. The Court orders that the Administrator shall be paid \$37,450.00 from the Gross
20 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
21 done until the completion of this matter and finds that sum appropriate.

22 15. The Court finds that the payment to the California Labor & Workforce Development
23 Agency ("LWDA") in the amount of \$75,000.00 for its share of the settlement of Plaintiffs'
24 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
25 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

26 16. The Court orders that any settlement checks shall be negotiable for 180 calendar
27 days from the date of issuance of the check, and that any settlement checks that remain uncashed
28 after one 180 days after they are mailed shall be distributed to the Controller of the State of

1 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
2 *seq.*, in the name of the Class Member to whom the check was issued.

3 17. “Released Parties” means Defendant and its present and former parent companies,
4 subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents,
5 servants, registered representatives, attorneys, insurers, successors and assigns, and any other
6 persons acting by through, under or in concern with any of them.

7 18. Upon entry of this Judgment and Order, all Participating Class Members shall release
8 Defendant and the Released Parties from any and all claims, rights, demands, damages, liabilities,
9 penalties, and causes of action, in law or in equity, raised in the Action, as amended, that were pled
10 or could have been pled, based on, or which arise out of the facts alleged in the complaints in the
11 action, the same statutes, or based on the same primary rights, that arose during the Class Period,
12 including known and unknown claims arising under California Labor Code sections 98, 200-204,
13 205.5, 210, 218, 221, 226, 226.3, 226.7, 226.8, 227.3, 223, 245, *et seq.*, 246, *et seq.*, 248, *et seq.*,
14 510, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198,
15 1198.5, 1199, 2800, 2802, Business & Professions Code sections 17200, *et seq.*, the applicable IWC
16 Wage Order(s), Cal. Code of Regulations, Title 8, section 11000, *et seq.*, the Fair Labor Standards
17 Act, and any claim for unlawful timekeeping practice, off the clock work, failure to pay for all
18 hours worked including minimum wage and overtime, any violation of meal or rest period and
19 premium payment rights, failure to timely pay wages including during employment and at
20 separation, failure to provide accurate wage statements or keep payroll records, failure to pay
21 vacation pay, failure to pay sick pay, failure to provide sick days, and failure to perform or tender
22 any rate of pay adjustment to any type of wage, benefit, meal, rest, overtime, vacation, sick pay, or
23 other payment whatsoever, or failure to reimburse any business expenses (“Released Class
24 Claims”). Participating Class Members who cash their checks are deemed to have waived all
25 Released Class Claims inclusive of claims under the Fair Labor Standards Act. Participating Class
26 Members who do not cash their checks shall be deemed to waive all Released Class Claims except
27 for a claim under the Fair Labor Standards Act.

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1 19. Upon entry of this Judgment and Order, all Aggrieved Employees fully release and
2 discharge the Releasees from any and all claims under the PAGA premised on the facts and/or
3 allegations in the Operative Complaint or PAGA Notices that arose during the PAGA Period,
4 including known and unknown claims arising under California Labor Code sections 98, 200-204,
5 205.5, 210, 218, 221, 226, 226.3, 226.7, 226.8, 227.3, 223, 245, et seq., 246, et seq., 248, et seq.,
6 510, 512, 516, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198,
7 1198.5, 1199, 2800, 2802, Business & Professions Code sections 17200, et seq., the applicable IWC
8 Wage Order(s), Cal. Code of Regulations, Title 8, section 11000, et seq., and any claim for unlawful
9 timekeeping practice, off the clock work, failure to pay for all hours worked including minimum
10 wage and overtime, any violation of meal or rest period and premium payment rights, failure to
11 timely pay wages including during employment and at separation, failure to provide accurate wage
12 statements or keep payroll records, failure to pay vacation pay, failure to pay sick pay, failure to
13 provide sick days, and failure to perform or tender any rate of pay adjustment to any type of wage,
14 benefit, meal, rest, overtime, vacation, sick pay, or other payment whatsoever, or failure to
15 reimburse any business expenses (the “PAGA Release”).

16 20. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
17 notice of this final Judgment and Order to all Participating Class Members by posting the Judgment
18 and Order on the Administrator’s website.

19 21. This document shall constitute a final judgment pursuant to California Rule of Court
20 3.769(h), which provides: “If the court approves the settlement agreement after the final approval
21 hearing, the court must make and enter judgment. The judgment must include a provision for the
22 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
23 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
24 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
25 Settlement, the Final Approval Order, and this Judgment.

26 22. The Court sets a Compliance Hearing for _____, 2027 at ____ a.m. in
27 Department 21 of the above-entitled Court. Plaintiff shall file a Final Disbursement Declaration
28 from the Administrator no later than five court days before the Compliance Hearing.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____, 2026

Hon. John R. Mayne
Judge of the Superior Court