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8 DESIREE VASQUEZ and the Proposed Class
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF NAPA**

12 DESIREE VASQUEZ, individually and on
behalf of others similarly situated,

13 Plaintiff,

14 v.

15 YOUR HOME NURSING SERVICES,
INC., a California Corporation; and DOES 1
through 50, inclusive,

16 Defendants.
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Case No. 22CV000508

^{CPS}
**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Information:

Date: July 31, 2024

Time: 8:30 a.m.

Dept.: A

1 This matter has come before the Honorable Cynthia P. Smith in Department A of the Napa
2 County Superior Court, 825 Brown St, Napa, CA 94559, on Plaintiff Desiree Vasquez's
3 ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees,
4 Costs, and Enhancement Payments ("Motion for Final Approval"). Domb & Rauchwerger LLP
5 appeared on behalf of Plaintiff; Rybicki & Associates, P.C. appeared on behalf of Your Home
6 Nursing, Inc. ("Defendant").

7 On April 5, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
9 the settlement of the above-entitled action ("Action") in accordance with the Class Action and
10 PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"), which,
11 together with the exhibit annexed thereto, sets forth the terms and conditions for settlement of the
12 Action.

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

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 "All current and former non-exempt caregiver employees of Your Home Nursing
26 Services, Inc., who worked at least one shift from May 9, 2018 to April 5, 2024."

27 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
28 Class Members, fully and accurately informed the Class Members of all material elements of the

1 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
2 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
3 under the circumstances; was valid and provided sufficient notice to all Class Members; and
4 complied fully with the laws of the State of California, the United States Constitution, due process
5 and other applicable law. The Class Notice fairly and adequately described the Settlement and
6 provided the Class Members with adequate instructions and a variety of means to obtain
7 additional information.

8 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
9 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful investigation
11 conducted by Domb & Rauchwerger LLP ("Class Counsel"); that the Settlement is the result of
12 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
13 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
14 has considered all of the evidence presented, including evidence regarding the strength of
15 Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration
16 of further litigation; the amount offered in the Settlement; the extent of investigation and
17 discovery completed; and the experience and views of Class Counsel. The Court has further
18 considered the absence of objections to the Class Settlement submitted by Class Members.
19 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
20 Settlement Agreement and the following terms and conditions.

21 6. A full opportunity has been afforded to the Class Members to participate in the
22 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
23 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
24 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
25 submit a timely and valid Request for Exclusion ("Participating Class Members") are bound by
26 the Class Settlement and by this order and judgment ("Final Approval Order and Judgment"), and
27 that the State of California and all persons employed by Defendant in California and classified as
28 non-exempt employees who worked for Defendant in California at any time from January 2, 2023

1 to April 5, 2024 ("Aggrieved Employees") are bound by the PAGA Settlement and this Final
2 Approval Order and Judgment.

3 7. The Court finds that the settlement of the Released PAGA Claims for \$25,000.00,
4 which is designated and allocated as penalties under the California Private Attorneys General Act
5 of 2004 ("PAGA Payment"), is fair, reasonable, and appropriate, and hereby approved. The
6 Administrator shall distribute the PAGA Payment as follows: the amount of \$18,750.00 to the
7 California Labor and Workforce Development Agency, and the amount of \$6,250.00 to
8 Aggrieved Employees, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 8. The Court finds that payment of Administration Costs in the amount of \$8,500.00
11 is appropriate for the services performed and costs incurred and to be incurred for the notice and
12 settlement administration process. It is hereby ordered that the Administrator, Pheonix Settlement
13 Administrators, Inc., shall issue payment to itself in the amount of \$8,500.00, in accordance with
14 the terms and methodology set forth in the Settlement Agreement.

15 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
16 the work performed by Plaintiff on behalf of the Class, the State of California, and Aggrieved
17 Employees. It is hereby ordered that the Administrator issue payment in the amount of \$7,500.00
18 to Plaintiff Desiree Vasquez for her Enhancement Payment according to the terms and
19 methodology set forth in the Settlement Agreement.

20 10. The Court finds that the request for attorneys' fees in the amount of \$225,000.00
21 to Class Counsel falls within the range of reasonableness, and the results achieved justify the
22 award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and
23 appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment
24 in the amount of \$225,000.00 to Class Counsel for attorneys' fees, in accordance with the terms
25 and methodology set forth in the Settlement Agreement.

26 11. The Court finds that reimbursement of litigation costs and expenses in the amount
27 of \$11,269.31 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
28 Administrator issue payment in the amount of \$11,269.31 to Class Counsel for reimbursement of

1 litigation costs and expenses, in accordance with the terms and methodology set forth in the
2 Settlement Agreement.

3 12. The Court hereby enters Judgment by which Participating Class Members shall be
4 conclusively determined to have given a release of any and all Released Class Claims against the
5 Released Parties, and Plaintiff, as agent and proxy of the LWDA, shall be conclusively determined
6 to have given a release of any and all Released PAGA Claims against the Released Parties, as set
7 forth in the Settlement Agreement and Class Notice.

8 13. It is hereby ordered that within seven (7) calendar days of the Effective Date,
9 Defendant shall transmit the Gross Settlement Amount (i.e., \$675,000.00) by making a one-time
10 deposit into the account established by the Administrator for administration of the Settlement in
11 accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. It is hereby ordered that within fourteen (14) calendar days of the deposit of the
13 Gross Settlement Amount, the Administrator shall distribute Individual Settlement Payments to
14 the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees,
15 the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
16 Expenses Payment, the Class Representative Service Payment, and the Administration Costs in
17 accordance with the terms and methodology set forth in the Settlement Agreement.

18 15. Individual Settlement Payment and Individual PAGA Payment checks shall be
19 valid and negotiable for a period of not less than one hundred and eighty (180) calendar days from
20 the date of issuance, and thereafter, the checks shall be cancelled. The funds associated with
21 Individual Settlement Payment and/or Individual PAGA Payment checks that have not been
22 cashed or deposited within the 180-day period shall be transmitted to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
24 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b)

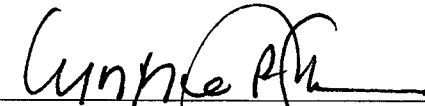
25 16. Prior to transmitting the funds from uncashed checks to the California Controller's
26 Unclaimed Property Fund, the Parties shall submit a stipulation and proposed order to the Court
27 complying with California Code of Civil Procedure section 384's amended provisions as to *cy*
28 *pres* beneficiaries.

1 17. After entry of this Final Approval Order and Judgment, pursuant to California
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
3 and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
5 any dispute arising from or in connection with the distribution of settlement benefits.

6 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
8 Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar
9 days after the date of entry of this Final Approval Order and Judgment. Individualized notice is
10 not required.

11 19. The Court sets a Case Review Hearing Re: Final Accounting and Distribution of
12 Residual Funds on 3/13, 2025 at 8:30 am in Department A. The Parties are ordered to file a
13 Final Status Report no later than 10 days prior to the Case Review Hearing.

14
15 Dated: 7/31/24

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17 HON. CYNTHIA P. SMITH
18 JUDGE OF THE SUPERIOR COURT
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