

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF ORANGE**

DAVID HEATH, individually, and on behalf  
of other members of the general public  
similarly situated;

Plaintiff,

v.

RAINBOW HOME CARE SERVICES, INC.,  
a California corporation; and DOES 1 through  
100, inclusive;

Defendants.

Case No.: 30-2024-01444583-CU-OE-CXC

Assigned for All Purposes to:  
Honorable Layne H. Melzer  
Department CX-102

**CLASS ACTION**

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

**RELATED TO ROA NUMBER: 98**

Hearing Date: July 23, 2026  
Hearing Time: 2:00 p.m.  
Hearing Place: Department CX-102

Complaint Filed: December 6, 2024  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff David Heath’s (“Plaintiff”)  
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in  
3 support, including the Amended Joint Stipulation of Class Action and PAGA Settlement  
4 (“Settlement Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On December 3, 2025, Plaintiff and Rainbow Home Care Services, Inc. (“Defendant”)  
6 entered the Settlement Agreement. The Settlement Agreement is attached as **Exhibit 2** to the  
7 Second Supplemental Declaration of Douglas Han in Support of Motion for Preliminary  
8 Approval of Class Action Settlement (ROA Number 83).

9 On February 27, 2026, the Court entered an order preliminarily approving the settlement  
10 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure  
11 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing  
12 the Class Members with an opportunity to object to the Settlement or exclude themselves from  
13 the Settlement, and scheduling a Final Approval Hearing.

14 On July 23, 2026, the Court held a Final Approval Hearing.

15 1. Incorporation of Other Documents. This Amended Order of Final  
16 Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless  
17 otherwise provided herein, all the capitalized terms in this Order and Judgment shall have the  
18 same meaning as set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all the  
20 Class Members have been given the opportunity to request exclusion from the Class, the Court  
21 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter  
22 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and  
23 grant final certification of the Class.

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1           3.     Final Class Certification. The Court finds that the Class satisfies all  
2 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due  
3 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-  
4 paid or non-exempt employees of Defendant within the State of California at any time during the  
5 period from December 6, 2020, through July 11, 2025 (“Class,” “Class Members,” and “Class  
6 Period”).<sup>1</sup> There are six hundred ninety-seven (697) Class Members who did not submit a valid  
7 and timely request to exclude themselves from the Settlement (“Participating Class Members”).

8           a. The Aggrieved Employees are defined as all current and former hourly-  
9 paid or non-exempt employees of Defendant within the State of California  
10 at any time during the period from September 11, 2023, through July 11,  
11 2025 (“Aggrieved Employees” and “PAGA Period”).

12           4.     Adequacy of Representation. Class Counsel fully and adequately  
13 represented the Class in entering and implementing the Settlement Agreement and satisfied the  
14 requirements of Code of Civil Procedure section 382.

15           5.     Notice Packet. The Court finds that the Class Notice, Exclusion Form,  
16 Objection Form, and Dispute Form (collectively, known as the “Notice Packet”) and its  
17 distribution to the Class Members have been implemented pursuant to the Settlement Agreement  
18 and Preliminary Approval Order. The Court finds that the Notice Packet:

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27 <sup>1</sup> After reviewing the Class Data, the Administrator determined that there are 56,993  
28 Workweeks within the Class Period. As a result, the Escalator Clause WAS triggered.  
Pursuant to the Escalator Clause, Defendant elected to end the Class Period and PAGA  
Period on an earlier date (July 11, 2025).

- 1 a. Constitutes notice reasonably calculated to apprise the Class Members of:  
2 (i) the pendency of this lawsuit; (ii) material terms and provisions of the  
3 Settlement Agreement and their rights; (iii) their right to object to any  
4 aspect of the Settlement Agreement; (iv) their right to exclude themselves  
5 from the Settlement Agreement; (v) their right to receive settlement  
6 payments; (vi) their right to appear at the Final Approval Hearing; and  
7 (vii) the binding effect of the orders and judgment in this lawsuit on all the  
8 Participating Class Members;  
9 b. Constitutes notice that fully satisfied the requirements of Code of Civil  
10 Procedure section 382, Rule of Court 3.769, and due process;  
11 c. Constitutes the best practicable notice to the Class Members under the  
12 circumstances of this lawsuit; and  
13 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

14 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall  
15 preclude any action to enforce the terms and provisions of the Settlement.

16 7. Binding Effect. The terms and provisions of the Settlement Agreement  
17 and this Order and Judgment are binding on Plaintiff, Participating Class Members, and  
18 Aggrieved Employees.

19 8. Final Settlement Approval. The terms and provisions of the Settlement  
20 Agreement have been entered into in good faith, resulting from arm's-length negotiations by  
21 experienced counsel who have carried out and meaningfully investigated the disputed claims.  
22 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,  
23 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the  
24 Settlement Agreement according to its terms and provisions.

25 9. Release of Claims by the Participating Class Members. Upon Defendant's  
26 fulfillment of its payment obligations, all the Participating Class Members will be bound by the  
27 Released Class Claims.

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- 1 a. Release of PAGA Claims by the Aggrieved Employees. Upon Defendant's  
2 fulfillment of its payment obligations, Plaintiff, on behalf of the California  
3 Labor and Workforce Development Agency ("LWDA"), and Aggrieved  
4 Employees will be bound by the Released PAGA Claims. The Released  
5 PAGA Claims are effective regardless of whether the Aggrieved  
6 Employee submits a valid and timely Exclusion Form.
- 7 b. Plaintiff's General Release of Claims. Upon Defendant's fulfillment of its  
8 payment obligations and in exchange for the Class Representative Service  
9 Payment, Plaintiff and his former and present spouses, representatives,  
10 agents, attorneys, heirs, administrators, successors, and assigns generally  
11 release and discharge the Released Parties from the Plaintiff's Release.  
12 Furthermore, Plaintiff expressly waives and relinquishes the provisions,  
13 rights, and benefits, if any, of section 1542 of the Civil Code.
- 14 c. Released Parties. The Released Parties include Defendant and its parents,  
15 shareholders, members, predecessors, successors, all affiliates,  
16 subsidiaries, officers, directors, members, agents (including any  
17 investment bankers, accountants, insurers, reinsurers, attorneys and any  
18 past, present, or future officers, directors, and employees), employees, and  
19 stockholders.

20 10. Gross Settlement Amount. The Court approves the payment of the Gross  
21 Settlement Amount of \$950,000 to be paid by Defendant.

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11. Class Counsel Fees Payment and Class Counsel Litigation Expenses  
Payment. The Court finds the Class Counsel Fees Payment of \$285,000 (30% of the Gross Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of \$17,774.88 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and costs incurred by Plaintiff or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review the Class Counsel Fees Payments and to only award so much as determined to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this litigation, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court approves the Class Counsel Fees Payment of \$285,000.

b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs and expenses expended in this lawsuit. Pursuant to the Settlement Agreement, Class Counsel may seek reimbursement in litigation costs and expenses of up to \$30,000. The Court approves the Class Counsel Litigation Expenses Payment of \$17,774.88.

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1           12.     Class Representative Service Payment. The Court finds the Class  
2 Representative Service Payment of \$5,000 to be paid to Plaintiff to be reasonable and  
3 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and  
4 provisions set forth in the Settlement Agreement.

5           a. The rationale for making enhancement payments is that the class  
6 representatives should be compensated for the expense and risk incurred in  
7 conferring a benefit on the Class Members. The criteria courts consider  
8 include: (i) class representative risk in commencing suit; (ii) notoriety and  
9 personal difficulties encountered; (iii) amount of time and effort spent by  
10 the class representatives; (iv) litigation duration; and (v) personal benefit  
11 (or lack thereof) received by the class representatives.

12           b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's  
13 involvement in this case. Given the risks inherent in serving as the class  
14 representative, duration of the case, time involved, and benefits created for  
15 the Class Members, the Court approves the Class Representative Service  
16 Payment of \$5,000.

17           13.     Administration Expenses Payment. The Court finds the Administration  
18 Expenses Payment of \$16,350 to be paid to the Administrator to be reasonable and appropriate.  
19 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set  
20 forth in the Settlement Agreement.

21           a. The Court has reviewed the Declaration of Garvin Brown from ILYM  
22 Group, Inc., the Court-approved Administrator. The Court finds that  
23 notice provided to the Class Members constitutes the best practicable  
24 notice and satisfies due process. The Court finds that the Administrator  
25 adequately administered the settlement. The Court approves the  
26 Administration Expenses Payment of \$16,350.

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1           14.     PAGA Penalties. The Court finds the PAGA Penalties of \$75,000, sixty-  
2 five percent (65%) of which (\$48,750) will be paid to the LWDA and thirty-five percent (35%)  
3 of which (\$26,250) will be distributed to the Aggrieved Employees, on a pro rata basis, to be  
4 reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and  
5 provisions set forth in the Settlement Agreement.

6           15.     Net Settlement Amount. Following the deduction of the above Court-  
7 approved payments, the Net Settlement Amount will be \$550,875.12.

8           16.     Fairness of the Settlement Agreement. As noted in the Preliminary  
9 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving  
10 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length  
11 negotiations following litigation, discovery, and exchange of documentation. The negotiations  
12 were facilitated with the aid of an experienced, well-respected mediator.

- 13                   a. There were no objections and no request for exclusion, demonstrating the  
14 fairness of the Settlement Agreement.
- 15                   b. The fairness of the Settlement Agreement is demonstrated by the gross  
16 *average* Individual Settlement Payment being approximately \$715.03, and  
17 the gross *highest* Individual Settlement Payment being about \$2,479.17.

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1           17.     Funding of the Gross Settlement Amount. No later than the Effective  
2 Date, Defendant will deposit \$475,000 (50% of the Gross Settlement Amount) into the Qualified  
3 Settlement Fund (“QSF”). No later than three hundred sixty-five (365) calendar days after  
4 funding of the First Payment, Defendant shall deposit the remaining \$475,000 (50% of the Gross  
5 Settlement Amount) and employer share of payroll taxes into the QSF. No later than fourteen  
6 (14) calendar days after Defendant deposit \$475,000 (50% of the Gross Settlement Amount) into  
7 the QSF, the Administrator will mail fifty percent (50%) of the settlement payments to the  
8 appropriate persons and entities. This first disbursement will NOT take place prior to Final  
9 Approval. No later fourteen (14) calendar days after Defendant deposits the remaining \$475,000  
10 (50% of the Gross Settlement Amount) and employer share of payroll taxes into the QSF, the  
11 Administrator will mail the remaining fifty percent (50%) of the settlement payments to the  
12 appropriate persons and entities.

13           18.     Uncashed Checks. The Participating Class Members and Aggrieved  
14 Employees must cash or deposit their checks within one hundred eighty (180) calendar days after  
15 the checks are mailed to them. The uncashed settlement checks will be transmitted to the  
16 California State Controller’s Unclaimed Property Division in accordance with California  
17 Unclaimed Property Law so that the Participating Class Member and Aggrieved Employees will  
18 have his or her payments available to him or her per the applicable claim procedure to request  
19 that money from the State of California.

20           19.     Notice of Entry of Judgment. The relevant settlement documents were  
21 posted on the static website that was created for the Class Members by the Administrator. The  
22 notice of entry of judgment shall be provided by the Administrator to the Class Members by  
23 posting the judgment on the static website that was created for the Class Members. The  
24 Administrator will post a copy of the signed Order and Judgment on its website for at least one  
25 hundred eighty (180) calendar days.

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1           20.     Final Accounting Hearing. The Final Accounting Hearing is set for April  
2 6, 2028, at 2:00 p.m. in Department CX-103. At least sixteen (16) court days before the Final  
3 Accounting Hearing, Class Counsel and Administrator shall submit a summary accounting of the  
4 distribution of the settlement funds to the Participating Class Members and Aggrieved  
5 Employees, identifying the distributions made pursuant to this Order and Judgment, identifying  
6 the number and value of any uncashed checks, and identifying the status of any issues.

7           21.     Modification of the Agreement. The Agreement may be amended or  
8 modified only by a written instrument signed by all the Parties and their counsel or their  
9 representatives/successors-in-interest. Such amendments or modifications shall be consistent  
10 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

11           22.     Retention of Jurisdiction. The Court has jurisdiction to enter this Order  
12 and Judgment. Pursuant to Code of Civil Procedure section 664.6 and Rule of Court, rule  
13 3.769(h), the Court expressly retains jurisdiction for the administration, interpretation,  
14 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
15 and for any other necessary purpose. This includes, without limitation:

- 16           a. Entering such additional orders as may be necessary or appropriate to  
17 protect and/or effectuate this Order and Judgment approving the  
18 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing  
19 related proceedings, and to ensure the fair and orderly administration of  
20 the Settlement Agreement;
- 21           b. Enforcing the terms and provisions of the Settlement Agreement and  
22 resolving any disputes, claims, or causes of action in this lawsuit that, in  
23 whole or in part, are related to or arise out of the Settlement Agreement or  
24 this Order and Judgment; and
- 25           c. Entering any other necessary or appropriate orders to protect and  
26 effectuate this Court's retention of continuing jurisdiction.

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1 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,  
2 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is  
3 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

4 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE  
5 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT  
6 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND  
7 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
8 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE  
9 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

10 IT IS SO ORDERED.

11 **September 05, 2026**

12 DATED: \_\_\_\_\_



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HONORABLE LAYNE H. MELZER  
SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On September 14, 2026, I served the foregoing document described as

**AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT**

for the following case: **Heath v. Rainbow Home Care Services, Inc.**  
LWDA/Court Case No.: **LWDA Case No.: CM- 1050060-24**  
**Court Case No.: 30-2024-01444583-CU-OE-CXC**  
**Orange County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 14, 2026, at Pasadena, California.

  
Bitty Minnis-Lemley