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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

ROBIN KONG, an individual, on behalf of  
herself and on behalf of all persons similarly  
situated,

Plaintiff,

vs.

MANOS HOME CARE, INC., a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: 24CV091691**

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

Hearing Date: September 29, 2026

Hearing Time: 2:30 p.m.

Judge: Hon. Somnath Raj Chatterjee

Dept: 21

Date Filed: September 17, 2024

Trial Date: Not set

1 The unopposed motion of Plaintiff Robin Kong (“Plaintiff”) for an order finally approving  
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Manos Home  
3 Care, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the  
4 Administrator duly came on for hearing on September 29, 2026 before the Honorable Somnath  
5 Raj Chatterjee.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the  
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before  
12 the Superior Court for the State of California, in and for the County of Alameda, and over all  
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the  
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred  
16 Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,999,999) and the terms set forth in  
17 the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length  
19 negotiations conducted after Class Counsel had adequately investigated the claims and became  
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other  
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On May 27, 2026, the Court granted preliminary approval of the Settlement. At  
25 this same time, the Court approved conditional certification of the Class for settlement purposes  
26 only.

1           **Notice to the Class**

2           6.       In compliance with the Preliminary Approval Order, the Court-approved Class  
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or  
4 about June 22, 2026. The mailing of the Class Notice to their last-known addresses was the best  
5 notice practicable under the circumstances and was reasonably calculated to communicate actual  
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the  
7 Class Members fully and accurately informed the Class Members of all material elements of the  
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion  
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied  
10 fully with the laws of the State of California, the United States Constitution, due process and other  
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided  
12 Class Members adequate instructions and a variety of means to obtain additional information.

13           7.       The Response Deadline for opting out or submitting written objections to the  
14 Settlement was August 21, 2026, which for re-mailings was extended by fourteen (14) days.  
15 There was an adequate interval between notice and the deadline to permit Class Members to  
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the  
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to  
18 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and  
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the  
20 Court determines that all Class Members who did not timely and properly submit a request for  
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22           **Fairness of the Settlement**

23           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
24 48 Cal.App.4th 1794, 1801 (1996).

25           a.       The settlement was reached through arm's-length bargaining between the  
26 Parties during an all-day mediation before Brandon McKelvey, a respected and experienced  
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1 mediator of wage and hour class actions. There has been no collusion between the Parties in  
2 reaching the Settlement.

3           b.       Plaintiff and Class Counsel's investigation and discovery have been  
4 sufficient to allow the Court and counsel to act intelligently.

5           c.       Counsel for all Parties are experienced in similar employment class action  
6 litigation. Class Counsel recommended approval of the Agreement.

7           d.       The percentage of objectors and requests for exclusion is small. No  
8 objections were received. No requests for exclusion from the Class were received.

9           e.       The participation rate was high. 3,747 Participating Class Members will be  
10 mailed a settlement payment, representing 100% of the overall Class.

11       9.       The consideration to be given to the Class Members under the terms of the  
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims  
13 asserted in this action and is fair, reasonable and adequate compensation for the release of  
14 Participating Class Members' claims, given the uncertainties and significant risks of the litigation  
15 and the delays which would ensue from continued prosecution of the action.

16       10.      The Agreement is approved as fair, adequate and reasonable and in the best  
17 interests of the Class Members.

18           **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19       11.      An award of \$599,999 for attorneys' fees, representing 30% of the Gross  
20 Settlement Amount, and \$25,600.95 for litigation costs and expenses, is reasonable, in light of the  
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's  
23 lodestar and billing statement.

24           **Class Representative Service Payment**

25       12.      The Agreement provides for a Class Representative Service Payment of not more  
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class  
27 Representative Service Payments in the amount of \$15,000 to the Plaintiff is reasonable in light of  
28

1 the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in  
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the  
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the  
6 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,  
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The  
8 Administrator has documented \$25,750 in fees and expenses, and this amount is reasonable in  
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement  
12 Amount of \$50,000, which shall be allocated \$32,500 to the Labor & Workforce Development  
13 Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this  
14 Agreement pursuant to the PAGA and \$17,500 to be distributed to the Aggrieved Employees and  
15 allocated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties  
16 (\$17,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during  
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay  
18 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by  
19 Defendant in California and classified as non-exempt and/or exempt pursuant to the Personal  
20 Attendant Exemption at any time during the PAGA Period (July 9, 2023 through April 7, 2026).  
21 Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these  
22 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties  
23 to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:  
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1           15.     The Class is certified for the purposes of settlement only. The Class is defined as  
2 follows:

3           All individuals who are or previously were employed by Defendant in California  
4 and classified as non-exempt and/or exempt pursuant to the Personal Attendant  
5 Exemption at any time during the Class Period (September 17, 2020 through  
6 December 31, 2025).

7           16.     All persons who meet the foregoing definition are members of the Class, except for  
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were  
9 no Class Members who requested exclusion.

10           17.     The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
11 best interest of the Class. Defendant shall fund the Gross Settlement Amount and also fund the  
12 amounts necessary to fully pay Defendant’s share of the payroll taxes by transmitting the funds to  
13 the Administrator no later than 30 days after the Effective Date.

14           18.     Class Counsel are awarded attorneys’ fees in the amount of \$599,999 and costs in  
15 the amount of \$25,600.95. The Court orders that 10% of this award to be kept in the  
16 administrator's trust fund until the completion of the distribution process and Court approval of a  
17 final accounting. Class Counsel shall not seek or obtain any other compensation or reimbursement  
18 from Defendant, Plaintiff or members of the Class.

19           19.     The payment of Class Representative Service Payment in the amount of \$15,000 to  
20 the Plaintiff is approved.

21           20.     The payment of \$25,750 to the Administrator for its fees and expenses is approved.

22           21.     The PAGA Penalties amount of \$50,000 is approved and is to be distributed in  
23 accordance with the Agreement. Pursuant to Labor Code section 2699, Class Counsel shall  
24 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its  
25 entry.

26           23.     Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
27 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
28 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment

1 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
2 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement  
3 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
4 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any  
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
6 evidence of, an admission or concession with regard to the denials or defenses by Defendant.  
7 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding  
8 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in  
9 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,  
10 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
11 Claims and/or Released PAGA Claims.

12         24. Notice of entry of this Final Approval Order and Judgment shall be given to all  
13 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order  
14 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall  
15 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual  
16 Class Members.

17         25. If the Agreement does not become final and effective in accordance with the terms  
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in  
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall  
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve  
21 their respective rights regarding the prosecution and defense of this Action, including all available  
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be  
23 certified as a class action and/or managed as a representative action.

24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25         26. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
26 Plaintiffs, and all members of the Class, shall take nothing in the Action.

1           27.     All Parties shall bear their own attorneys' fees and costs, except as otherwise  
2 provided in the Agreement and in this Final Approval Order and Judgment.

3           28.     Effective on the date when Defendant fully funds the entire Gross Settlement  
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
5 Payments, Plaintiffs, Participating Class Members, and the LWDA will release claims against all  
6 Released Parties as follows:

7                   (a)     All Participating Class Members, on behalf of themselves and their  
8 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
9 and assigns, release Released Parties from the Released Class Claims. The "Released Class  
10 Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts  
11 stated in the Operative Complaint which occurred during the Class Period. Except as expressly set  
12 forth in the Agreement, Participating Class Members do not release any other claims, including  
13 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing  
14 Act, unemployment insurance, disability, social security, workers' compensation, or claims based  
15 on facts occurring outside the Class Period.

16                   (b)     The LWDA is deemed to release, on behalf of itself and its respective  
17 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
18 assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims"  
19 are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based  
20 on the facts stated in the PAGA Notice, which occurred during the PAGA Period. The Released  
21 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for  
22 wrongful termination, discrimination, unemployment insurance, disability and worker's  
23 compensation, and claims outside of the PAGA Period.

24                   (c)     Plaintiff and her respective former and present spouses, representatives,  
25 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge  
26 Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

1           29.     For any Class Member or Aggrieved Employee whose Individual Class Payment  
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the  
3 Administrator shall transmit the funds represented by such checks to the Cy-Pres Recipient,  
4 consistent with the requirements of California Code of Civil Procedure Section 384, subd. (b).  
5 The Parties have proposed Legal Aid at Work as the Cy Pres Recipient, and the Court approves  
6 Legal Aid at Work\_ to be Cy Pres Recipient. Funds shall not be distributed to the cy pres  
7 beneficiary until after Court approval of a final accounting.

8           30.     The Court will set a compliance hearing after the completion of the distribution  
9 process and the expiration of the time to cash checks for counsel for plaintiff and the  
10 Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds  
11 have been distributed to the class members and the status of any unresolved issues. If the  
12 distribution is completed, the Court will at that time order distribution of the cy pres funds and  
13 release any hold-back of attorney fees. At the time of the final accounting that counsel for  
14 plaintiff transmit a copy of this order and the final judgment and the final accounting to the  
15 Judicial Council. (CCP384.5; Govt Code 68520.).

16           31.     The Court hereby enters judgment in the entire Action as of the filing date of this  
17 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the  
18 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction  
19 over the interpretation, implementation, and enforcement of the Settlement and all orders entered  
20 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

22  
23 Dated: \_\_\_\_\_

24 \_\_\_\_\_  
25 HON. SOMNATH RAJ CHATTERJEE  
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
27  
28