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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDRALIN LEGASPI, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

AAA T.L.C. HEALTH CARE, INC.,
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 23STCV03126

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: September 3, 2026

Time: 11:00 a.m.

Judge: Hon. William F. Highberger

Dept.: 10

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement" or "Settlement Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Payment duly came on for hearing on September 3, 2026, before the
4 above-entitled Court. JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of
5 Plaintiff Edralin Legaspi (hereinafter "Plaintiff"). Law Office of Neal S. Zaslavsky, APC and
6 Appleton Law Group, APC appeared on behalf of Defendant AAA T.L.C. Health Care, Inc.
7 (hereinafter "Defendant").

8 **I.**

9 **FINDINGS**

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

12 1. All capitalized terms used herein shall have the same meaning as defined in
13 the Agreement.

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 23STCV03126,
16 entitled *Legaspi v. AAA T.L.C. Health Care, Inc., et al.*, and over all Parties to this litigation,
17 including the Class.

18 **Preliminary Approval of the Settlement**

19 3. On March 3, 2026, the Court granted preliminary approval of a class-wide
20 settlement. At this same time the court approved certification of a provisional settlement class for
21 settlement purposes only. The Court confirms this Order and finally approves the settlement and
22 the certification of the Class.

23 **Notice to the Class**

24 4. In compliance with the Preliminary Approval Order, the Class Notice was
25 mailed by first class mail to the Class Members at their last known addresses on March 17, 2026.
26 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
27 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
28

1 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was May 1, 2026. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. No Class Members objected. One Class Member requested exclusion.
6 99.91% of the Class Members will be participating in the Settlement and will be sent Individual
7 Class Payments. The name of the Class Member who requested exclusion is Ani Nalbandyan.

8 **Fairness Of the Settlement**

9 6. The Agreement provides for a Gross Settlement Amount of \$350,000.00.
10 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
11 Cal.App.4th 1794, 1801.)

12 a. The Settlement was reached through arms-length bargaining between
13 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
14 settlement.

15 b. The Parties' investigation and discovery have been sufficient to allow
16 the Court and counsel to act intelligently.

17 c. Counsel for all parties are experienced in similar employment class
18 action litigation and have previously settled similar class claims on behalf of employees claiming
19 compensation. All counsel recommended approval of the Settlement.

20 d. No objections were received. One request for exclusion was received.
21 The names of the Class Member who requested exclusion is Ani Nalbandyan.

22 e. The participation rate is high. 99.91% of Class Members will be
23 participating in the Settlement and will be sent settlement payments.

24 7. The consideration to be given to the Class Members under the terms of the
25 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
26 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
27 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
28 litigation and the delays which would ensue from continued prosecution of the Action.

1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Class Members.

3 **PAGA Penalties**

4 9. The Agreement provides for PAGA Penalties in the amount of \$16,000.00.
5 The Court has reviewed the PAGA Penalties and finds and determines that the PAGA Penalties and
6 the allocation of \$12,000.00 to the Labor and Workforce Development Agency (“LWDA PAGA
7 Payment”) and \$4,000.00 to Aggrieved Employees (“Individual PAGA Payments”) is fair and
8 reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72
9 Cal.App.5th 56.

10 **Class Counsel Award**

11 10. The Agreement provides for a payment for Class Counsel Award in the
12 amount of up to One Hundred Forty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
13 Cents (\$141,666.67). Subject to Court approval, the Class Counsel Award consists of attorneys’ fees
14 equal to one-third of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six Hundred
15 Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and reimbursement of litigation expenses
16 in the amount of up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

17 11. One Hundred Thirty-One Thousand Six Hundred Twenty-Nine Dollars and
18 Forty Cents (\$131,629.4) for the Class Counsel Award comprised of attorneys’ fees equal to one-
19 third of the Gross Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Sixty-Six
20 Dollars and Sixty-Seven Cents (\$116,666.67) and reimbursement of litigation expenses in the
21 amount of Fourteen Thousand Nine Hundred Sixty-Two Dollars and Seventy-Three Cents
22 (\$14,962.73) is reasonable in light of the contingent nature of Class Counsel’s fee, the hours worked
23 by Class Counsel, and the results achieved by Class Counsel. The requested attorneys’ fee award
24 represents one-third of the common fund, which is reasonable, and is supported by Class Counsel’s
25 lodestar.

26 **Class Representative Service Payment**

27 12. The Agreement provides for a Class Representative Service Payment of up
28 to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval.

1 The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff
2 is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action
3 litigation.

4 **Administration Expenses Payment**

5 13. The Agreement provides for Administration Expenses Payment to be paid in
6 an amount not to exceed \$11,625.00. The Declaration of the Administrator provides that the actual
7 administration costs were \$11,625.00. The amount of this payment is reasonable in light of the work
8 performed by the Administrator.

9 **II.**

10 **ORDERS**

11 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

12 1. The Class is certified for the purposes of settlement only. The Class is hereby
13 defined to include:

14 All non-exempt employees who are or previously were employed by Defendant as
15 caregivers and performed work in California during the period of February 14, 2019,
16 through May 31, 2024 (the "Class Period").

17 2. There are 1,204 members of the Class. Every person in the Class who did not
18 opt out is a Participating Class Member. After providing Notice to the Class, there is one opt-out to
19 the Settlement.

20 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
21 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
22 this Order and the terms of the Agreement.

23 4. Upon entry of final judgment and full funding of the Gross Settlement
24 Amount, each Participating Class Member shall release the "Released Parties" from the "Released
25 Class Claims" and the Aggrieved Employees shall release the "Released Parties" from the "Released
26 PAGA Claims."

27 a. The "Released Parties" are defined as Defendant, and each of
28 Defendant's former and present directors, officers, shareholders, owners, attorneys, insurers,

1 predecessors, successors, payroll providers, including TriNet HR III, Inc., Progressive Employer
2 Management Company III, LLC (CoAdvantage), ADP, LLC (ADP), and assigns.

3 a. The “Released Class Claims” are defined as all class claims alleged,
4 or which reasonably could have been alleged based on the facts alleged, in the operative complaint
5 in the Action which occurred during the Class Period, and expressly excluding all other claims,
6 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
7 social security, workers’ compensation, and class claims outside of the Class Period.

8 b. The “Released PAGA Claims” are defined as all PAGA claims alleged
9 in the operative complaint in the Action and the PAGA Notice which occurred during the PAGA Period,
10 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside
12 of the PAGA Period.

13 5. Class Counsel are awarded the Class Counsel Award in the amount One
14 Hundred Thirty-One Thousand Six Hundred Twenty-Nine Dollars and Forty Cents (\$131,629.4),
15 comprised of attorneys’ fees equal to one-third of the Gross Settlement Amount, or One Hundred
16 Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$116,666.67) and
17 reimbursement of litigation expenses in the amount of Fourteen Thousand Nine Hundred Sixty-Two
18 Dollars and Seventy-Three Cents (\$14,962.73). Class Counsel shall not seek or obtain any other
19 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

20 6. The payment of the Class Representative Service Payment to Plaintiff in the
21 amount of \$10,000.00 is approved.

22 7. The payment of \$11,625.00 to the Administrator for the Administration
23 Expenses Payment is approved.

24 8. The PAGA Penalties of \$16,000.00 is hereby approved as fair, reasonable,
25 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
26 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
27 fraud or collusion.

28 ///

1 9. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Participating Class Member.

3 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
4 California and all Aggrieved Employees, pursuant to the California Private Attorneys General Act
5 (“PAGA”).

6 11. The term “Aggrieved Employees” is hereby defined as all non-exempt
7 employees who are or previously were employed by Defendant as caregivers and performed work
8 in California during the PAGA Period. The PAGA Period is the period beginning December 9, 2021,
9 through May 31, 2024.

10 12. The Court further finds and determines that Class Counsel satisfied California
11 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
12 under the Private Attorneys General Act (“PAGA”) on November 6, 2025 and again on August 7,
13 2026.

14 13. The Court orders Class Counsel to comply with California Labor Code §
15 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
16 entry of this Order.

17 14. The Agreement is not an admission by Defendant, nor is this Final Approval
18 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
19 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
20 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
21 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
22 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
23 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
24 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
25 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
26 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
27 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
28 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and

1 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
2 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
3 or issue preclusion or similar defense as to the claims being released by the Settlement.

4 15. Notice of entry of this Final Approval Order and Judgment shall be given to
5 Class Counsel on behalf of Plaintiff and all Participating Class Members. It shall not be necessary
6 to send notice of entry of this Final Approval Order and Judgment to individual Settlement Class
7 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
8 website as indicated in the Class Notice.

9 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
10 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
11 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
12 connection with the distribution of settlement benefits.

13 17. If the Settlement does not become final and effective in accordance with the
14 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
15 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
16 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

17 **IT IS SO ORDERED.**

18 DATED: _____, 2026
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21 _____
22 Hon. William F. Highberger
23 JUDGE OF THE SUPERIOR COURT
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