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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LUIS DE JESUS CLAUDIO, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

UNI CARE HOME HEALTH INC., a
California Corporation; and DOES 1 through
50, Inclusive,

Defendants.

Case No. 37-2022-00003063-CU-OE-CTL

Action Filed: January 25, 2022

[PROPOSED] JUDGMENT

Date: December 6, 2024
Time: 9:30 a.m.

Judge: Hon. Wendy M. Behan
Department: C-66

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action and Release of Claims ("Agreement") and Motion for Class Counsel Award and
3 Class Representative Service Award duly came on for hearing on November 8, 2024, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefore:

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as "all employees who are or previously were employed by Uni Care Home
10 Health Inc. who were paid in whole or in part on a piece-rate basis and performed work in California
11 during the Class Period." The Class Period is defined as the period from January 25, 2018 to March
12 5, 2024.

13 2. All persons who meet the foregoing definition are members of the Settlement Class,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
25 Member who has not validly opted out has released the "Released Class Claims" against the
26 Defendant as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28 The Released Class Claims are defined as the release from the Settlement Class Members of all

1 claims alleged in the Action or which would have been alleged in the Action based on the facts
2 alleged in the operative pleading (including without limitation for violations or damages relating to
3 meal periods, rest periods, pay stubs, off the clock work, unpaid regular and overtime wages, late
4 payment of wages, record keeping, record production, waiting time penalties and unreimbursed
5 business expenses) which arose during the Class Period, and expressly excluding claims for vested
6 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
7 compensation, and class claims outside the Class Period.

8 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
9 Labor and Workforce Development Agency ("LWDA"), and the State of California, have released
10 the Defendant from the "Released PAGA Claims" for the "PAGA Period" as set forth in the
11 Agreement.

12 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
13 The Aggrieved Employees are defined as all employees who are or previously were employed by
14 Uni Care Home Health Inc. who were paid in whole or in part on a piece-rate basis and performed
15 work in California during the PAGA Period. The PAGA Period means the period of January 10,
16 2021 to March 5, 2024. The Released PAGA Claims are defined as the release from the Aggrieved
17 Employees of all PAGA claims alleged in the Action or which would have been alleged in the Action
18 based on the facts alleged in the operative pleading and/or Plaintiff's PAGA notice to the LWDA
19 (including without limitation for violations or damages relating to meal periods, rest periods, pay
20 stubs, off the clock work, unpaid regular and overtime wages, late payment of wages, record
21 keeping, record production, waiting time penalties and unreimbursed business expenses) which
22 arose during the PAGA Period.

23 9. This Court hereby grants final approval and awards the following: (i) One Hundred
24 Forty-Four Thousand, Six Hundred Ninety-Three Dollars and Thirty-Six Cents (\$144,693.36) to
25 Class Counsel comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement
26 Amount, or One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-
27 Three Cents (\$133,333.33) and Attorneys' Expenses in the amount of Eleven Thousand Three
28 Hundred Sixty Dollars and Three Cents (\$11,360.03); (ii) the Class Representative Service Award

1 to Class Representative Luis De Jesus Claudio in the amount of Ten Thousand Dollars and Zero
2 Cents (\$10,000.00); (iii) settlement administration costs of Five Thousand Five Hundred Dollars
3 and Zero Cents (\$5,500.00) to Apex Class Action, LLC (“Claims Administration Expenses”); and
4 (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of the PAGA Payment) to the
5 Labor and Workforce Development Agency (“LWDA Payment”).

6 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
7 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
8 section 2699(1)(3).

9
10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
11 **ORDERED.**

12 DATED: _____, 2024
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15 _____
16 Hon. Wendy M. Behan
17 Judge, Superior Court for the State of California,
18 County of San Diego
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