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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] ORDER GRANTING FINAL
APPROVAL**

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") duly came on for hearing on December 6,
3 2024, before the above-entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC
4 appeared on behalf of Plaintiff LUIS DE JESUS CLAUDIO ("Plaintiff"). Fisher & Phillips LLP
5 appeared on behalf of Defendant UNI CARE HOME HEALTH INC. (hereinafter "Defendant").

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 capitalized terms used herein shall have the same meaning as defined in
11 the Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation pending
13 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2022-
14 00003063-CU-OE-CTL, entitled *Luis De Jesus Claudio v. Uni Care Home Health Inc.*, and over all
15 Parties to this litigation, including the Class.

16 **Preliminary Approval of the Settlement**

17 3. On June 28, 2024, the Court granted preliminary approval of a class-wide
18 settlement. At the same time, the Court approved certification of a provisional settlement class for
19 settlement purposes only. The Court confirms this Order and finally approves the settlement and the
20 certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Notice Packet was
23 mailed by first class mail to the Class Members at their last known addresses on July 22, 2024.
24 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
25 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
26 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
27 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

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1 5. The Response Deadline for opting out or objecting was September 5, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion. 100% of the Class Members will be participating in the Settlement and will be sent
5 Individual Settlement Payments.

6 **Fairness Of the Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$400,000.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

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

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

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

18 d. The percentage of objectors and requests for exclusion is zero. No
19 objections were received. No requests for exclusion were received.

20 e. The participation rate is high. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

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

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

1 **Class Counsel Award**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 One Hundred Fifty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents
4 (\$153,333.33). Subject to Court approval, the award consists of Attorneys' Fees equal to one-third
5 (1/3) of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand, Three Hundred
6 Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) and reimbursement of Attorneys'
7 Expenses in the amount of Twenty Thousand Dollars (\$20,000.00).

8 10. An award to Class Counsel of One Hundred Forty-Four Thousand, Six
9 Hundred Ninety-Three Dollars and Thirty-Six Cents (\$144,693.36) comprised of Attorneys' Fees
10 in the amount of One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and
11 Thirty-Three Cents (\$133,333.33) and reimbursement of actually incurred Attorneys' Expenses in
12 the amount of Eleven Thousand Three Hundred Sixty Dollars and Three Cents (\$11,360.03) is
13 reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
14 Counsel, and the results achieved by Class Counsel. The requested Attorneys' Fees award
15 represents 1/3 of the common fund, which is reasonable and at the low end of the range for fee
16 awards in common fund cases and is supported by Class Counsel's lodestar.

17 **Class Representative Service Award**

18 11. The Agreement provides for a Class Representative Service Award of Ten
19 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The
20 Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is
21 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

22 **Settlement Administration Costs**

23 12. The Agreement provides for Settlement Administration Costs to be paid in
24 an amount not to exceed \$5,500.00. The Declaration of the Settlement Administrator provides that
25 the actual settlement administration costs were \$5,500.00. The amount of this payment is reasonable
26 in light of the work performed by the Settlement Administrator.

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II.
ORDERS

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

1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include all employees who are or previously were employed by Uni Care Home Health Inc. who were paid in whole or in part on a piece-rate basis and performed work in California ("Class") during the period beginning January 25, 2018 to March 5, 2024 ("Class Period").

2. Every person in the Class who did not submit and timely and validly Request for Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement Administrator, none of the Class Members opted-out of the Settlement.

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

4. Class Counsel are awarded One Hundred Forty-Four Thousand, Six Hundred Ninety-Three Dollars and Thirty-Six Cents (\$144,693.36) comprised of Attorneys' Fees in the amount of one-third of the Gross Settlement Amount, or One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$133,333.33) and Attorneys' Expenses in the amount of Eleven Thousand Three Hundred Sixty Dollars and Three Cents (\$11,360.03). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

5. The payment of the Class Representative Service Award to Plaintiff in the amount of \$10,000.00 is approved.

6. The payment of \$5,500.00 to the Settlement Administrator for Claims Administration Expenses is approved.

7. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds

1 that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
2 or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
5 of Defendant, all related companies, and each of Defendant's subsidiaries, owners, shareholders,
6 members, agents (including without limitation, any investment bankers, accountants, insurers,
7 reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors,
8 successors and assigns from all claims alleged in the Action or which would have been alleged in
9 the Action based on the facts alleged in the operative pleading (including without limitation for
10 violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid
11 regular and overtime wages, late payment of wages, record keeping, record production, waiting time
12 penalties and unreimbursed business expenses) which arose during the Class Period, and expressly
13 excluding claims for vested benefits, wrongful termination, unemployment insurance, disability,
14 social security, workers' compensation, and class claims outside the Class Period.

15 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
16 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
17 General Act ("PAGA") and shall release Defendant, all related companies, and each of Defendant's
18 subsidiaries, owners, shareholders, members, agents (including without limitation, any investment
19 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors
20 and employees), predecessors, successors and assigns from all PAGA claims alleged in the Action
21 or which would have been alleged in the Action based on the facts alleged in the operative pleading
22 and/or Plaintiff's PAGA notice to the LWDA (including without limitation for violations or
23 damages relating to meal periods, rest periods, pay stubs, off the clock work, unpaid regular and
24 overtime wages, late payment of wages, record keeping, record production, waiting time penalties
25 and unreimbursed business expenses) which arose during the PAGA Period.

26 10. The term "Aggrieved Employees" is hereby defined as all employees who
27 are or previously were employed by Uni Care Home Health Inc. who were paid in whole or in part
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1 on a piece-rate basis and performed work in California during the PAGA Period. The PAGA Period
2 means the period between January 10, 2021 to March 5, 2024.

3 11. The Agreement is not an admission by Defendant, nor is this Final Approval
4 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
5 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
6 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
7 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
8 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
9 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
10 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
11 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
12 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
13 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
14 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
15 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
16 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
17 or issue preclusion or similar defense as to the claims being released by the Settlement.

18 12. Notice of entry of this Final Approval Order and Judgment shall be given by
19 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
20 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
21 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated
22 in the Notice Packet.

23 13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
24 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
25 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
26 connection with the distribution of settlement benefits.

27 14. If the Settlement does not become final and effective in accordance with the
28 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to

1 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
2 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

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4 **IT IS SO ORDERED.**

5 DATED: _____, 2024
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9 Hon. Wendy M. Behan
10 Judge, Superior Court for the State of California,
11 County of San Diego
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