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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JANENE J. CARACAUS, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

DANNY'S HOME HEALTH CARE INC., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2022-00020531-CU-OE-CTL

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD
AND SERVICE AWARD**

Date: August 15, 2025

Time: 9:00 a.m.

Judge: Hon. James A. Mangione

Dept.: C-75

1 This matter came on for hearing on August 15, 2025, at 9:00 a.m., in front of the Hon. James A.
2 Mangione, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class and
3 PAGA Action Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the
4 attorneys from the JCL LAW FIRM, APC, and ZAKAY LAW GROUP, APLC, as counsel for Plaintiff
5 JANENE J. CARACAUS (hereinafter "Plaintiff"), and counsel from AKERMAN, LLP, appearing for
6 Defendant DANNY'S HOME HEALTH CARE INC. (hereinafter "Defendant").

7 The Court, having received and carefully considered the Stipulation of Settlement of Class and
8 PAGA Action and Release of Claims filed with the Declaration of Jean-Claude Lapuyade on October 9,
9 2024, ("Agreement"), a true and correct copy of which Agreement is attached hereto as Exhibit A, the
10 supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction
11 with the unopposed Motion for Preliminary Approval of Class Action Settlement heard on November
12 1, 2024, the instant Motion for Order Granting Final Approval of Class and PAGA Action Settlement,
13 the Court grants final approval of the Settlement and HEREBY ORDERS, ADJUDICATES and
14 DECREES THE FOLLOWING:

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

17 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
18 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
19 the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to
20 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
21 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
22 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
23 by each of these procedures.

24 3. Following the conclusion of the response deadline, the Settlement Administrator reports
25 that it received *zero written objections* to the Settlement and *four written requests for exclusion* from
26 the Settlement.

27 4. The Court finds and determines that the notice procedure afforded adequate protections to
28 the Class and provides the basis for the Court to make an informed decision regarding approval of the

1 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
2 in this case was the best notice practicable, which satisfied the requirements of law and due process.

3 5. With respect to the Class and for purposes of approving this Settlement only, this Court
4 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
5 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
6 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
7 the claims of Class Representative, Janene J. Caracaus, are typical of the claims of the Class; (d) the
8 Class Representative has fairly and adequately protected the interests of the Class; (e) a class action is
9 superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel
10 of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
11 Shani Zakay, Esq. of the Zaky Law Group, APLC, (hereinafter “Class Counsel”), are qualified to serve
12 as counsel for the Class Representative and the Class.

13 6. The Court has certified the Class for settlement purposes only, as that term is defined in
14 and by the terms of the Agreement as follows:

15 All non-exempt employees who are or previously were employed by
16 Danny’s Home Health Care, Inc., and performed work in California during
17 the period between May 31, 2018, to April 5, 2024, except for the following
18 individuals: Amy Miller, Jennifer Sinambela, Pamela Wain, and Taylor
19 Collier.

20 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
21 3.765(a).

22 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
23 Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this
24 Action.

25 9. The Court hereby confirms Plaintiff JANENE J. CARACAUS as the Class Representative
26 in this Action.

27 10. The Court finds and determines that the terms set forth in the Agreement are fair,
28 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having

1 found that the Settlement was reached as a result of informed and non-collusive arms-length negotiations
2 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
3 investigation, research, and discovery and that their attorneys were able to reasonably evaluate their
4 respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and
5 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate
6 the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
7 recognizes the significant value accorded to the Class.

8 11. The Court further finds and determines that the terms of the Settlement, including the
9 Gross Settlement Amount of Two Hundred Sixty-Five Thousand Dollars and Zero Cents (\$265,000.00),
10 are fair, reasonable and adequate to the Class and to each member of the Class and that the Settlement
11 is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are
12 ordered to be consummated. Except as set forth in the Agreement and this Order and Judgment, all
13 members of the Class shall take nothing in the Action.

14 12. The Parties are authorized, without further approval from the Court, to agree to and adopt
15 such amendments, modifications, and expansions of the Agreement and all exhibits attached thereto
16 which are consistent with this Order and Judgment and do not limit the rights of the Parties or Class
17 Members under the Agreement.

18 13. The Court further finds and determines that Class Counsel satisfied California Labor Code
19 § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
20 Attorney General Act (“PAGA”) on March 25, 2022.

21 14. The Court finds and determines that the Individual Settlement Payments to be paid to
22 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court hereby
23 grants final approval to and orders the payment of those amounts be made to the Settlement Class
24 Members in accordance with the Agreement.

25 15. The Court finds and determines that the LWDA Payment (75% of the PAGA Payment) of
26 \$7,500.00 and the Aggrieved Employee Payment (25% of the PAGA Payment) of \$2,500.00 in this case
27 are fair, reasonable, and appropriate. The Court hereby grants final approval to and orders that the
28 payment of those amounts be paid in accordance with the Agreement.

1 16. The Court finds and determines that the fees and expenses in administrating the Settlement
2 incurred by Apex Class Action LLC in the amount of \$5,490.00 are fair and reasonable. The Court
3 hereby gives final approval to and orders that the payment of that amount in accordance with the
4 Settlement.

5 17. The Court finds and determines the Service Award in the amount of \$10,000.00 to the
6 Class Representative, JANENE J. CARACAUS, is fair and reasonable. The Court hereby orders the
7 Settlement Administrator to make this payment to the Class Representative in accordance with the terms
8 of the Agreement.

9 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
10 submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees and Expenses in
11 the total sum of \$101,590.21. This payment is comprised of two components. First, \$88,333.33 as
12 attorneys' fees which represents one-third of the Gross Settlement Amount. The attorneys' fee shall be
13 allocated as follows: 50% to the JCL Law Firm, APC, 50% to the Zakay Law Group, APLC. Second,
14 \$13,256.88 for actually incurred litigation expenses as evidenced by Class Counsel's billing records.
15 The Settlement Administrator shall allocate the expenses award according to Class Counsel's actually
16 incurred litigation expenses as stated and supported in their respective declarations filed in support of
17 this motion. The Court finds such amounts to be fair and reasonable. The Court hereby orders the
18 Settlement Administrator to make these payments in accordance with the terms of the Agreement.

19 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
20 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
21 effectuation, and enforcement of this order and the Settlement.

22 20. Neither Defendant nor any related persons or entities shall have any further liability for
23 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
24 for by the Agreement.

25 21. Neither the making of the Agreement nor the entry into the Agreement constitutes an
26 admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
27 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
28 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the

1 terms of the Agreement be construed as an admission or concession by or against Defendant or any
2 related person or entity.

3 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
4 the Settlement or under this order, including the requirement that Defendant make payments to the
5 Settlement Class Members in accordance with the Settlement.

6 23. The Court hereby enters final judgment in accordance with the terms of the Agreement,
7 the Amended Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on
8 February 18, 2025, and this order.

9 24. Upon the Funding Date, each Class Member who has not validly opted out has released
10 the "Released Class Claims" against Defendant and all the "Released Parties," as set forth in the
11 Agreement.

12 25. Plaintiff has generally released all claims as set forth in the Agreement.

13 26. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
14 this Court's Order awarding the payment of Class Counsel's attorneys' fees and costs.

15 27. Upon completion of administration of the Settlement Administrator will provide written
16 certification of such completion to the Court and counsel for the Parties which shall be filed with the
17 Court five (5) court days before the non-appearance compliance hearing set for

18 , 2025 at a.m., in Dept. C-75.

19 28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and
20 Payment of Attorneys' Fees, Expenses, and the Service Award is GRANTED.

21
22 IT IS SO ORDERED, ADJUDICATED AND DECREED

23
24 Date: _____, 2025

25 _____
JUDGE OF THE SUPERIOR COURT