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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

PATRICIA CUELLAR and MICHELLE
LEE, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

v.

AVEANNA HEALTHCARE AS, LLC, a
Delaware Limited Liability Company;
PREMIER HEALTHCARE SERVICES,
LLC, a California Limited Liability
Company; and DOES 1 through 100,

Defendants.

Case No. 56-2021-00556492-CU-OE-VTA

*[Case assigned for all purposes to the Hon.
Ronda J. McKaig, Dept. 41]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARDS**

Date: November 8, 2022

Time: 8:20 a.m.

Dept: 41

Action Filed: July 23, 2021

Trial Date: None Set

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1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Patricia Cuellar and Michelle Lee (“Plaintiffs”) for Settlement
3 Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’
4 Fees and Costs, and Enhancement Awards came on regularly for hearing before this Court.
5 Having considered the Settlement Agreement, attached as Exhibit 1 to the Declaration of Fletcher
6 W. Schmidt in Support of Plaintiffs’ Motion, entered into between Plaintiffs and Defendants
7 Aveanna Healthcare AS, LLC and Premier Healthcare Services (“Defendants”), and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
11 makes a final ruling pursuant to Labor Code § 2699(*I*) that the proposed Settlement Agreement is
12 fair, reasonable, and adequate, and is the product of good faith, arms’-length negotiations between
13 the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs’ Motion for
14 Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable
15 Attorneys’ Fees and Costs, and Enhancement Awards, and HEREBY ORDERS as follows:

16 1. The “Aggrieved Employees” will be defined as: “all current and former non-
17 exempt employees who worked for Defendants as a Home Health Aid, Registered Nurse,
18 Licensed Practical Nurse, Licensed Nurse, Licensed Vocational Nurse, Wellness Immunization
19 Nurse, Clinical Research Nurse, or in an administrative position, in the State of California from
20 May 18, 2020 to the date that the Court enters an order approving this Settlement.”

21 2. The “PAGA Period” is defined as May 18, 2020 to the date that the Court enters
22 an order approving this Settlement.

23 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
24 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
25 according to its terms.

26 4. The Court orders that Defendants will pay the Maximum Settlement Amount of
27 \$1,200,000.00 to the Settlement Administrator within 30 calendar days after the “Effective Date,”
28 as that term is defined in the Settlement Agreement.

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.
3 Mail to the Aggrieved Employees along with the Individual Settlement Payments.

4 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

5 7. Within thirty (30) calendar days of the Effective Date, as defined in the Settlement
6 Agreement, Defendants will provide the Settlement Administrator with the names, last known
7 addresses and telephone numbers, social security numbers or tax identification numbers, and
8 number of applicable pay periods worked during the PAGA Period for all Aggrieved Employees.

9 8. The Settlement Administrator is directed to mail the Individual Settlement
10 Payments, as defined in the Settlement Agreement, and the PAGA Notice to the Aggrieved
11 Employees within the time limits specified in the Settlement Agreement.

12 9. The Court finds that attorneys’ fees in the total amount of \$400,000.00 to
13 Plaintiffs’ counsel and reimbursement of litigation costs of \$6,969.84 to Haines Law Group, APC,
14 \$5,091.22 to Zakay Law Group, APLC, and \$6,516.60 to JCL Law Firm, APC (\$18,577.66 total)
15 are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these
16 payments to Plaintiffs’ counsel as provided for in the Settlement Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$19,985.00 for all
18 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that Enhancement Awards in the amount of \$5,000.00 each to
20 Plaintiffs (\$10,000.00 total) is appropriate for the risks they undertook and their service to the
21 Aggrieved Employees and the State of California. The Court finds that these awards are fair,
22 reasonable, and adequate, and orders that the Settlement Administrator make these payments in
23 conformity with the terms of the Settlement.

24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency (“LWDA”) in the amount of \$563,578.00 (representing 75% of the PAGA
26 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
27 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
28 the Settlement Agreement.

1 13. The court approves the limited scope of the release contained in the Settlement
2 Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs, the State
3 of California, the LWDA, and the Aggrieved Employees will fully and finally release Defendants
4 and all of their parent, subsidiary, affiliated and related companies and entities, as well as its/their
5 officers, directors, investors, owners, shareholders, employees, partners, members, agents, and
6 attorneys, and any entities or partnerships with which they are affiliated, past or present from any
7 and all liability for all claims for civil penalties pursuant to PAGA, that were pled or could have
8 been pled based on the factual allegations in the anticipated operative First Amended Complaint
9 filed in the Action, including specifically, claims for PAGA penalties arising out of or based on
10 alleged: failure to pay minimum wages, failure to pay overtime wages, failure to pay sick leave
11 at the regular rate of pay, failure to provide compliant meal periods, failure to provide compliant
12 rest periods, failure to provide timely wages, failure to provide timely wages upon separation,
13 failure to provide accurate itemized wage statements, failure to maintain accurate payroll records,
14 failure to reimburse necessary business expenses. This release includes all claims for civil
15 penalties arising under the California Labor Code, including but not limited to Labor Code
16 sections 96, 98, 200, 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 246,
17 432, 510, 512, 558, 1102.5, 1174, 1174(3), 1174.5, 1194, 1197, 1197.1, 1197.14, 1197.5, 1198,
18 1198.5, 1199, 2802, 2804, 2810.5, and the applicable Wage Orders of the Industrial Welfare
19 Commission.

20 14. Without affecting the finality of this Final Judgment and Order in any way, the
21 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
22 of the Settlement Agreement.

23 **IT IS SO ORDERED.**

24 Dated: _____, 2022

Honorable Ronda J. McKaig
Judge of the Superior Court