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7 Attorneys for Plaintiff ARIANA SALUCCI,
on behalf of herself and the Certified Class

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE**

11 ARIANA SALUCCI, on behalf of herself) CASE NO. 30-2015-00778081-CU-OE-CXC
12 and others similarly situated,)

13) ASSIGNED FOR ALL PURPOSES TO:
14) The Honorable Randall J. Sherman
15) Department CX105

13 Plaintiffs,

14 vs.

15) **CLASS ACTION AND REPRESENTATIVE**
16) **ACTION**

16 AMADA SENIOR CARE, INC., a California)
17 Corporation; AMADA HOME CARE, INC.,)
18 a California Corporation; and DOES 1)
19 through 100, inclusive,)
20)
21) **Defendants.**)

22) **[PROPOSED] ORDER GRANTING FINAL**
23) **APPROVAL OF CLASS AND**
24) **REPRESENTATIVE ACTION**
25) **SETTLEMENT AND ENTERING**
26) **JUDGMENT**

27) **Hearing Set by Court**
28) **(03/21/2022 Order - ROA 520)**

21) Date: July 1, 2022
22) Time: 10:00 a.m.
23) Dept: CX105
24) Judge: Hon. Randall J. Sherman
25)
26) Filed: March 16, 2015
27) Trial date: None set
28)

1 This matter came on for hearing on July 1, 2022 at 10:00 a.m. in Department CX 105 of
2 the above-captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class
3 Action Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769,
4 this Court's Order Granting Preliminary Approval of Class Action Settlement (ROA 510), the
5 Stipulation of Class and Representative Action Settlement and Release of Claims and the Addendum
6 to Stipulation of Class and Representative Action Settlement and Release of Claims filed as Exhibits C
7 and D to the Declaration of Michael D. Singer on September 27, 2021 (ROA 480), and the Second
8 Addendum to the Stipulation of Class and Representative Action Settlement and Release of Claims
9 filed as Exhibit A to the Declaration of Diana M. Khoury on December 8, 2021 (ROA 502)
10 (collectively, "Settlement Agreement").

11 Having received and considered the Settlement Agreement, the supporting papers filed by
12 the Parties, and the evidence and argument received by the Court in conjunction with the Motion
13 for Preliminary Approval of Class Action Settlement, and the supporting papers, and evidence and
14 argument received by the Court in conjunction with the Motion for Order Granting Final Approval
15 of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY
16 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

17 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
18 Order adopts all defined terms set forth in the Parties' Settlement Agreement.

19 2. Pursuant to the Preliminary Approval Order filed January 7, 2022, a Notice of
20 Class Action Settlement, Change of Address form, Request for Exclusion Form, and pre-printed
21 return envelope ("Notice Packet") were mailed to each Class Member by first-class U.S. mail.
22 The Notice Packet informed the Class of the terms of the Settlement, their right to receive a
23 Settlement Payment without any required action, their right to comment upon or object to the
24 Settlement, and their right to appear in person or by counsel at the Final Approval Hearing and to
25 be heard regarding approval of the Settlement. Adequate periods of time were provided for each
26 of these procedures.

27 3. No member of the Class filed a written objection to the proposed Settlement as part
28 of this notice process or stated an intention to appear at the final approval hearing.

1 4. Six (6) Class Members have opted out of the Settlement by submitting a timely and
2 valid Request for Exclusion. The Class Members who have opted out of the Settlement are: Maria
3 Cooper, Karen Phan, Jerry Café, Anne Muthui, Evangeline Lacanlale, and Judit Taylor.

4 5. The Court finds and determines this notice procedure afforded adequate protections
5 to Class Members and provides the basis for the Court to make an informed decision regarding
6 approval of the Settlement based on the responses of the Class. The Court finds and determines
7 that the notice provided in this case was the best notice practicable, which satisfies the
8 requirements of law and due process.

9 6. With respect to the Class and for purposes of approving this Settlement only, this
10 Court confirms certification of the Class defined as: “All individuals who worked for Amada
11 Senior Care, Inc. and/or Amada Home Care, Inc. in California as a Caregiver any time from
12 March 16, 2011 through October 13, 2017.”

13 7. The Court finds and determines the terms set forth in the Settlement Agreement are
14 fair, reasonable, and adequate and, having found that the Settlement was reached as a result of
15 informed and non-collusive arms’-length negotiations facilitated by neutral and experienced
16 mediators at three separate mediations, directs the Parties to effectuate the Settlement according to
17 the terms set forth in the Settlement Agreement. The Court further finds the Parties conducted
18 extensive investigation, research, and discovery, and that their attorneys were able to reasonably
19 evaluate their respective positions. The Court also finds that Settlement will enable the Parties to
20 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties
21 were to continue to litigate the case. The Court has reviewed the monetary recovery and
22 recognizes the significant value provided to the Class.

23 8. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate to the Class and to each Class Member and the Settlement is ordered
25 finally approved, and all terms and provisions of the Settlement should be and hereby are ordered
26 to be consummated.

27 9. The Court finds and determines that the Settlement Payments to be paid to
28 Participating Settlement Class Members as provided for by the Settlement are fair and reasonable.

1 The Court hereby grants final approval to and orders the payment of those amounts be made to the
2 Participating Class Members in accordance with the Settlement Agreement.

3 10. The Court finds and determines that the fees and expenses in administrating the
4 Settlement incurred by Phoenix Settlement Administrators, in the amount of \$11,000.00, are fair
5 and reasonable. The Court hereby grants final approval to and orders the payment of that amount
6 in accordance with the Settlement Agreement.

7 11. The Court finds and determines the Class Representative Service Payment of
8 \$7,500.00 to Plaintiff Ariana Salucci is fair and reasonable. The Court hereby orders the
9 Administrator to make this payment to the Plaintiff Ariana Salucci, in accordance with the terms
10 of the Settlement Agreement.

11 12. The Court finds and determines that payment to the California Labor and
12 Workforce Development Agency of \$18,750.00 (75% of \$25,000.00) as its share of the Settlement
13 of civil penalties under the Private Attorneys Generals Act is fair, reasonable, and appropriate.
14 The Court hereby grants final approval to and orders that amount be paid in accordance with the
15 Settlement Agreement.

16 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
17 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees of
18 \$184,515.00 and litigation costs of \$32,629.27. The Court finds such amounts to be fair and
19 reasonable. The Court hereby orders the Administrator to make these payments in accordance
20 with the terms of the Settlement Agreement.

21 14. Upon the Effective Date of the Settlement Agreement, the Plaintiff and all Class
22 Members who did not timely exclude themselves from the Settlement shall be deemed to have
23 waived the Released Claims against the Released Parties. Those who did validly exclude
24 themselves are nonetheless bound by the Settlement Agreement's release of civil penalties under
25 the Private Attorneys' General Act ("PAGA").

26 15. Without affecting the finality of this Order or the entry of judgment in any way, the
27 Court retains jurisdiction of all matters relating to the interpretation, administration,
28 implementation, effectuation, and enforcement of this Order and the Agreement.

1 16. Neither Defendants nor any Released Parties shall have any further liability for
2 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability with respect
3 to the released claims, except as provided for by the Agreement.

4 17. Nothing in this Order shall preclude any action to enforce the Parties' obligations
5 under the Settlement Agreement or under this Order, including the requirement that Defendants
6 make payments to the Participating Class Members in accordance with the Settlement.


7 18. The Court hereby enters final judgment in accordance with the terms of the
8 Settlement Agreement, and the Court's Preliminary Approval Order, and this Order.

9 19. The Parties will comply with Cal. Rules of Court, Rule 3.771(b), by providing
10 notice of entry of judgment with the posting of the Order Granting Final Approval and Entering
11 Judgment on the Administrator, Phoenix Settlement Administrator's website.

12 20. The Parties will bear their own costs and attorneys' fees except as otherwise
13 provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

14 IT IS SO ORDERED.

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16 Dated: **July 1, 2022**



Honorable Randall J. Sherman
Judge of the Superior Court

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