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20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **FOR THE COUNTY OF SANTA CLARA**

22 ERLINDA REYES, on behalf of herself and all  
23 others similarly situated,

24 Plaintiffs,

25 v.

26 VITAS HEALTHCARE CORPORATION OF  
27 CALIFORNIA, a Delaware Corporation; and  
28 DOES 1-50, inclusive.

Defendants.

**FILED**  
**March 7, 2024**  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara

21CV383092

By: rwalker

CASE NO.: 21CV383092

*Assigned to Hon. Theodore C. Zayner*

**~~PROPOSED~~ ORDER GRANTING  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND FINAL  
JUDGMENT**

**HEARING INFO**

Date: February 21, 2024

Time: 1:30 p.m.

Dept.: 19

1           This matter having come for a hearing on February 21, 2024, regarding the unopposed  
2 Motions for Final Approval of Class Action Settlement and Motion for Attorney’s Fees, Costs and  
3 Service Awards on the terms set forth in the Class Action and PAGA Settlement Agreement (the  
4 “Settlement”). In conformity with California Rules of Court, Rule 3.769, with due and adequate  
5 notice having been given to Class Members (as defined in the Settlement), and having considered the  
6 Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed  
7 and proceedings had herein, all oral and written comments received regarding the Settlement, and  
8 having reviewed the record in this litigation. Good cause appearing, the Court **GRANTS** final  
9 approval of the Settlement and orders and makes the following findings and determinations and enters  
10 final judgment as follows:

11           1.       All terms used in this Order shall have the same meaning as how those terms are used  
12 and/or defined in the parties’ Settlement Agreement and Plaintiffs’ Motion for Final Approval of  
13 Class Action Settlement. A copy of the Settlement is attached to the Declaration of Mehrdad Bokhour  
14 in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement and is part of this  
15 Order.

16           2.       The Court has personal jurisdiction over the Parties to this litigation and subject matter  
17 jurisdiction to approve this Settlement, and all exhibits thereto.

18           3.       For settlement purposes only, the Court finally certifies the Class, as defined in the  
19 Settlement and as follows: All persons who are or were previously employed by Defendant in  
20 California and classified as non-exempt clinical employees at any time from May 16, 2019, until  
21 January 16, 2023. The Aggrieved Employees include all persons who are or were previously  
22 employed by Defendant in California and classified as non-exempt clinical employees at any time  
23 from May 16, 2019, until January 16, 2023.

24           4.       The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the  
25 California Rules of Court and solely to effectuate the Settlement.

26           5.       The Court finds that an ascertainable class of 2,284 class members exists and a well-  
27 defined community of interest exists on the questions of law and fact involved because in the context  
28 of the Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of

1 the Plaintiffs are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and  
2 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented  
3 and protected the interests of the Class Members.

4           6.       The Court is satisfied that Phoenix Settlement Administrators, which was appointed  
5 as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner  
6 that complies with California Rule of Court 3.766. The Class Notice informed 2,287 prospective  
7 Class Members of the Settlement terms, their rights under the settlement and their estimated  
8 settlement share, their rights to submit a request for exclusion, their rights to comment on or object  
9 to the Settlement, and their rights to appear at the Final Approval and Fairness Hearing and be heard  
10 regarding approval of the Settlement. A sufficient period of time to respond and to act was provided  
11 by each of these procedures. No Class Members filed a written objection to the Settlement as part of  
12 this notice process, no Class Members filed a written statement of intention to appear at the Final  
13 Approval and Fairness Hearing, and only three individuals submitted a request for exclusion. These  
14 individuals will not be bound by the Settlement and will not receive any portion of the Net Settlement  
15 Amount.

16           7.       The Court hereby approves the terms set forth in the Settlement Agreement and finds  
17 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and compliant  
18 with all applicable requirements of the California Code of Civil Procedure, the California and United  
19 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other  
20 applicable law, and is in the best interests of each of the Parties and Class Members.

21           8.       The Court directs the Parties to effectuate the Settlement Agreement according to its  
22 terms and declares the Settlement Agreement to be binding on all 2,284 Participating Class Members.

23           9.       The Court finds that the Settlement Agreement has been reached as a result of  
24 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have  
25 conducted extensive investigation and research, and their attorneys were able to evaluate their  
26 respective positions reasonably.

27           10.      The Court also finds that the Settlement now will avoid additional and potentially  
28 substantial litigation costs, as well as delay and risks to the Parties, if they were to continue to litigate

1 the case. Additionally, after considering the monetary recovery provided as part of the Settlement in  
2 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured  
3 significant relief for Class Members.

4 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a  
5 finding of the validity of any allegations or of any wrongdoing by Defendant.

6 12. The Court appoints Plaintiffs Jazzina Williams and Erlinda Reyes as Class  
7 Representatives and finds them to be adequate.

8 13. The Court appoints Kevin Woodall of Woodall Law Offices, Mehrdad Bokhour of  
9 Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C. as Class Counsel and finds  
10 each of them to be adequate, experienced, and well-versed in class action litigation.

11 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of  
12 \$3,450,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and  
13 to each Class Member, and the Courts grants final approval of the Settlement set forth in the  
14 Settlement Agreement, subject to this Order.

15 15. The Court approves the following allocations, which fall within the ranges stipulated  
16 by and through the Settlement Agreement:

17 A. The Court awards \$19,000.00 to Phoenix, the Settlement Administrator, and  
18 finds this amount fair and reasonable. The Court grants final approval of it  
19 and orders the Parties to make the payment to the Settlement Administrator  
20 in accordance with the Agreement.

21 B. The Court awards \$1,150,000 to the Class Counsel as attorneys' fees and finds  
22 this amount fair and reasonable in light of the benefit obtained for the Class.  
23 The Court grants final approval of awards and orders the Class Counsel fees  
24 payment to be made in accordance with the Settlement Agreement.

25 C. The Court awards \$18,273.20 to the Class Counsel in litigation costs, which  
26 the Court finds to be reflective of the reasonable costs incurred. The Court  
27 grants final approval of and orders the Class Counsel litigation expenses  
28 payment in this amount to be made in accordance with the Settlement

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Agreement.

D. The Court awards \$ \$7,500 to Plaintiff Erlinda Reyes and \$ \$7,500 to Jazzina Williams as incentive award payments requested by Plaintiffs and finds this amount fair and reasonable. The Court grants final approval of and orders the class representative incentive award payments to be made in accordance with the Settlement Agreement.

E. The Court approves the \$20,000 allocation for penalties under the Labor Code Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$15,000) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder to the PAGA represented employees and former employees.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

17. Nothing in the Settlement or this Order purports to extinguish or waive Defendant’s rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.

18. All 2,284 Participating Class Members shall be bound by the Settlement and this Order, including the release of claims as set forth in the Settlement Agreement, the terms of which are incorporated herein.

19. The Parties shall bear their own respective attorneys’ fees and costs except as otherwise provided in this Order and the Settlement Agreement.

20. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the Settlement Administrator shall donate to cy pres recipient, Legal Aid at Work.

21. Within 10 days of this Order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, Rule 3.771(b), by posting a copy of this order and final judgment on its website.

1           22.     The Court retains continuing jurisdiction over the Action and the Settlement, including  
2 jurisdiction pursuant to Rule 3.769(h) of the California Rules of Court, solely for purposes of  
3 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and  
4 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

5           23.     Plaintiffs shall file with the Court a report regarding the status of distribution by  
6 October 14, 2024.

7           24.     The Court sets a compliance hearing for October 23, 2024, at 2:30 p.m. in Department  
8 19.

9           25.     This final judgment is intended to be a final disposition of the above-captioned action  
10 in its entirety and is intended to be immediately appealable. This final judgment resolves and  
11 extinguishes all claims released by the Settlement Agreement against Defendant and the Released  
12 Parties as set forth in the Agreement.

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**IT IS SO ORDERED.**

DATED:           March 7          , 2024

  
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HONORABLE THEODORE C. ZAYNER