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[PROPOSED] FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On October 2, 2025, the Court entered an Order which granted Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement and Class Notice, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the “Preliminary Approval Order”), thereby preliminarily approving a settlement of the above-entitled action (the “Action”) that was reached between Plaintiff Maria Isalia Moncada Rosillo (“Plaintiff”) and Defendant Antioch Dunes Healthcare, LLC (“Defendant”) (together with Plaintiff, the “Parties”), in accordance with the Parties’ Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”). The Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement.

The Court now has before it Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement Agreement and Class Notice, including a motion for payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment to Plaintiff, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively “Motion for Final Approval”), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff’s Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.
2. Plaintiff’s Motion for Final Approval came before Department 16 of this Court, the Honorable Edward G. Weil presiding, on April 29, 2026.
3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections and opt-outs from the
9 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
10 **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the “Class”):
12 Any person who worked for Defendant in California as an hourly, non-exempt employee at any time
13 during the Class Period, and did not sign an arbitration agreement. The “Class Period” is June 25,
14 2020, through June 11, 2025. Excluded from the Class is any Class Member who opts out of the
15 Settlement by sending the Administrator a valid and timely Request for Exclusion.

16 5. The Released PAGA Claims shall bind the following individuals (“Aggrieved
17 Employees”): Any person who worked for Defendant in California as an hourly, non-exempt
18 employee at any time during the PAGA Period. The “PAGA Period” is June 22, 2023, through June
19 11, 2025.

20 6. The Court finds that Plaintiff has exhausted all administrative remedies required to
21 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
22 with respect to the Released PAGA Claims being released under the Settlement. The Court further
23 finds that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
24 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
25 therefore bound by this Final Approval Order.

26 7. The deadline to submit a Request for Exclusion or to submit written objections to the
27 Settlement was April 21, 2026.

28 8. No Requests for Exclusion were received. Accordingly, all Class Members remain in

1 the Class and are bound by this Final Approval Order and the accompanying Judgment.

2 9. The Court finds that a full opportunity has been afforded to Class Members to object
3 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
4 opportunity to object to the Settlement. No written objections were received, and no Class Members
5 appeared at the Final Approval Hearing to present any objections.

6 10. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
7 Court Approval (the "Class Notice"), which was attached as Exhibit A to the Settlement and provided
8 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
9 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
10 practicable under the circumstances, by providing individual and adequate notice of the proceedings
11 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
12 requirements of due process and provided the Class Members with adequate instructions and a variety
13 of means to obtain additional information.

14 11. Release of Claims Effective on the date when Defendant fully funds the entire Gross
15 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
16 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against
17 all Released Parties as follows (Settlement, ¶ 5.):

18 a. Released Parties. "Released Parties" means: Defendant and each of its
19 former and present directors, officers, shareholders, owners, members, attorneys, insurers,
20 predecessors, successors, assigns, subsidiaries, and affiliates. (*Id.* at ¶ 1.41.)

21 b. Plaintiff's Release.

22 1) Scope of Plaintiff's Release. Plaintiff and his or her respective
23 former and present spouses, representatives, agents, attorneys, heirs, administrators,
24 successors, and assigns generally, release and discharge Released Parties from all claims,
25 transactions, or occurrences that occurred during the Class Period, including, but not
26 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the
27 facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
28 reasonably could have been, alleged based on facts contained in the Operative Complaint,

1 Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 of the
2 Settlement ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
3 actions to enforce the Settlement, or to any claims for vested benefits, unemployment
4 benefits, disability benefits, social security benefits, workers' compensation benefits that
5 arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges
6 that Plaintiff may discover facts or law different from, or in addition to, the facts or law
7 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
8 Release shall be and remain effective in all respects, notwithstanding such different or
9 additional facts or Plaintiff's discovery of them. (*Id.* at ¶ 5.1.)

10 2) Plaintiff's Waiver of Rights Under California Civil Code § 1542. For
11 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
12 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: "A
13 general release does not extend to claims that the creditor or releasing party does not know
14 or suspect to exist in his or her favor at the time of executing the release, and that if known
15 by him or her would have materially affected his or her settlement with the debtor or
16 Released Party." (*Id.* at ¶ 5.1.1.)

17 c. Release by Participating Class Members Who Are Not Aggrieved
18 Employees. Effective on the date when Defendant fully funds the entire Gross Settlement
19 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual
20 Class Payments, Participating Class Members will release claims against all Released
21 Parties as follows: all Participating Class Members, on behalf of themselves and their
22 respective former and present representatives, agents, attorneys, heirs, administrators,
23 successors, and assigns, release Released Parties from (i) all claims that were alleged, or
24 reasonably could have been alleged, based on the Class Period facts stated in the Operative
25 Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3
26 of the Settlement, Participating Class Members do not release any other claims, including
27 claims for vested benefits, wrongful termination, violation of the Fair Employment and
28 Housing Act, unemployment insurance, disability, social security, workers' compensation,

1 or claims based on facts occurring outside the Class Period. (*Id.* at ¶ 5.2.)

2 d. Release by Non-Participating Class Members Who Are Aggrieved
3 Employees. All Non-Participating Class Members who are Aggrieved Employees are
4 deemed to release, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
6 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
7 have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the
8 PAGA Notice, and ascertained in the course of the Action. (*Id.* at ¶ 5.3.)

9 12. The Parties shall bear their own respective attorneys' fees and costs, except as
10 otherwise provided for in the Settlement and approved by the Court.

11 13. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
12 the methodology used to calculate Individual Settlement Awards and PAGA Group Member
13 Payments to Participating Class Members and PAGA Group Members, respectively, are fair and
14 reasonable. Thus, the Court authorizes the Settlement Administrator to calculate and pay individual
15 settlement shares in accordance with the terms of the Settlement.

16 14. Defendant shall fully fund the Gross Settlement Amount (\$300,000.00) and also fund
17 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
18 the Administrator no later than 14 days after the Effective Date.

19 15. Within 14 days after Defendant funds the Gross Settlement Amount, the
20 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
21 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
22 Payment, the Class Counsel Litigation Expenses Payment, the Administration Expenses Payment,
23 and the Class Representative Service Payment.

24 16. A total amount of \$10,000.00 shall be allocated as the "PAGA Penalties," payable
25 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
26 follows: 65% (\$6,500.00) to the LWDA (the "LWDA PAGA Payment") and 35% (\$3,500.00) to
27 Aggrieved Employees (the "Individual PAGA Payments").

28 17. The Court finds Plaintiff has adequately represented the Class and therefore confirms

1 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
2 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
3 Employee, the Court approves and orders an award to Plaintiff in the amount of **\$7,500.00** (the “Class
4 Representative Service Payment”), payable from the Gross Settlement Amount, for her role and
5 service as the Class Representative, for the risks and work attendant to that role, and for her general
6 release of claims and waiver of section 1542 rights.

7 18. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
8 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
9 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
10 adequately represented Class interests. The Court approves and orders the payments to Class
11 Counsel, payable from the Gross Settlement Amount, of **\$100,000.00** for reasonable attorneys’ fees
12 (the “Class Counsel Fees Payment”), and **\$24,029.32**, for reimbursement of out-of-pocket costs (the
13 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
14 considering the benefits provided to the Class. 5% of the attorneys’ fees are to be withheld by the
15 Administrator pending satisfactory compliance as found by the Court.

16 19. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
17 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
18 Settlement Administrator of **\$5,000.00** (the “Administration Expenses Payment”), payable from the
19 Gross Settlement Amount, for settlement administration.

20 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
21 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
22 Administrator shall transmit the funds represented by any uncashed or undeliverable checks to the
23 California State Controlled Unclaimed Property Fund.

24 21. In accordance with California Rule of Court 3.771(b), notice of the concurrently
25 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
26 on its website for no less than ninety (90) calendar days following entry thereof.

27 22. This Final Approval Order and the concurrently filed Judgment are intended to be a
28 final disposition of the Action in its entirety and are intended to be immediately appealable.

1 23. The obligations set forth in the Settlement are deemed part of this Final Approval
2 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
3 carry out the Settlement according to its terms and provisions.

4 24. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over
5 the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or
6 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
7 Judgment matters as are permitted by law.

8 25. The Settlement is finally approved but is not an admission by Defendant of the
9 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
10 law. Neither the Settlement nor any related document shall be offered or received in evidence in
11 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
12 necessary to consummate or enforce the Settlement.

13 26. The Court sets a Compliance Hearing Re: Distribution on _____,
14 2026 at _____ in Department 16. Class Counsel is ordered to file a final report and declaration
15 regarding distribution no later than one week before the Compliance Hearing.

16 **IT IS SO ORDERED.**

17 DATE: APR 29 2026



THE HON. BENJAMIN T. REYES
Judge of the Superior Court, Contra Costa County

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3. Finding Class Members were given, in a reasonable manner under the circumstances, due and adequate notice of the proposed Settlement and advised of their right to participate in, object to, or exclude themselves from the Settlement;
4. Directing consummation of the terms and provisions of the Settlement;
5. Confirming the appointment of Plaintiff as the Class Representative, for settlement purposes only, and approving a service award in the amount of \$7,500.00, in addition to the amount she is eligible to receive as a Class Member, in recognition for her role and service as the Class Representative, for the risks and work attendant to that role, and for her general release of claims;
6. Confirming the appointment of Class Counsel Moon Law Group, PC, as Class Counsel, for settlement purposes only, and approving a payment of \$100,000.00 for reasonable attorneys' fees and \$24,029.32 for reimbursement of litigation costs actually incurred;
7. Confirming the appointment of ILYM Group, Inc. as the Administrator, finding the Administrator fulfilled its initial notice and reporting duties under the Settlement, and approving a payment of \$5,000.00 for the costs of administration;
8. Approving payment of \$6,500.00 to the California Labor and Workforce Development Agency and \$3,500.00 to the Aggrieved Employees in settlement and release of claims for civil penalties under PAGA, and barring further claims for the Released PAGA Claims notwithstanding the submission of any Request for Exclusion from the Settlement;
9. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, directing the Administrator to transmit the funds represented by any uncashed or undeliverable checks to the California State Controlled Unclaimed Property Fund;
10. Directing the clerk of the Court to enter Judgment;
11. Directing the Administrator to provide notice of Judgment to Class Members by posting an electronic copy on a website maintained by the Administrator for no less than ninety (90) calendar days following entry thereof; and
12. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

Analyses

Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.”

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. The Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provides guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Key Terms of the Proposed Settlement

Under the Settlement, Defendant will pay a non-reversionary, all-inclusive amount of no less than \$300,000.00 to resolve this action. (Settlement, ¶¶ 1.21, 3.1.) The key terms include:

1. **Class Members and Class Period:** The proposed Class contains 223 members who cumulatively worked 7,126 Workweeks and is defined as any person who worked for Defendant in California as an hourly, non-exempt employee at any time during the Class Period, and did not sign an arbitration agreement. (Id. at ¶ 1.5; Admin Decl., ¶ 5.) The “Class Period” is June 25, 2020, through June 11, 2025. (Settlement, ¶ 1.12.)
2. **Aggrieved Employees and PAGA Period:** The Class contains 236 Aggrieved Employees who worked 5,226 PAGA Pay Periods during the PAGA Period. (Admin Decl., ¶ 5.) “Aggrieved Employee” is defined as any person who worked for Defendant in California as an hourly, non-exempt employee at any time during the PAGA Period. (Settlement, ¶ 1.4.) The “PAGA Period” is June 22, 2023, through June 11, 2025. (Id. at ¶ 1.31.)
3. **Non-reversionary Gross Settlement Amount:** This amount is \$300,000.00 and excludes Defendant’s employer’s share of payroll taxes. (Settlement, ¶ 3.1.) No portion will revert to Defendant. (Id. at ¶ 3.1.)
4. **Escalator Clause:** Following preliminary approval, the Administrator processed the Class Data and determined Class Members cumulatively worked 7,126 Workweeks, which is below the escalator threshold of 7,210 Workweeks. (Settlement, ¶ 8; Admin Decl., ¶ 5.) Accordingly, the Escalator Clause was not triggered.
5. **Net Settlement Amount:** The total amount of money available for payout and distribution to Participating Class Members in Individual Class Payments, which is the Gross Settlement Amount less the following payments, in amounts as finally approved by the Court: (i) the Class Representative Service Payment of up to \$7,500.00 to Plaintiff; (ii) Administration Expenses Payment of up to \$5,000.00; (iii) PAGA Penalties in the amount of \$10,000.00, which will be distributed as 65% (\$6,500.00) to the LWDA and 35% (\$3,500.00) to Aggrieved Employees; (iv) the Class Counsel Fees Payment of not more 33.33% of the Gross Settlement Amount (currently estimated to be \$100,000.00); and (v) and the Class Counsel Litigation Expenses Payment of up to \$25,000.00. (Id. at ¶¶ 1.28, 3.2.1-3.2.5.) In the event the amounts finally approved are less, the remainder will revert to Participating Class Members. (Id. at ¶¶ 3.2.1-3.2.5.2.) At this time, Class Counsel have incurred \$24,029.32 in total costs. (Moon Decl., ¶ 14, Exh. 4.)

6. Administrator and Costs: The Parties jointly appointed ILYM Group, Inc. as the neutral entity to administer this Settlement. (Id. at ¶ 1.2, 7.1.) The Administrator's final costs are \$5,000.00. (Admin Decl., ¶ 17.)
7. Individual Class Payment: Participating Class Members will receive a pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period. (Settlement, ¶ 1.23.) "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period. (Id. at ¶ 1.45.)
8. Individual PAGA Payment: Aggrieved Employees will receive a pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period. (Id. at ¶ 1.24.) "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. (Id. at ¶ 1.30.)
9. There are other key terms, which form part of the proposed settlement, which the Court has reviewed, but feels is not necessary to repeat here in this tentative ruling.

Plaintiff seeks one-third (33.3%) of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Following typical practice, however, consideration of the fee award was deferred to the motion for final approval.

Counsel provides an estimated lodestar fee of \$85,157.59. This is based on a total of 111.5 hours, with hourly rates ranging from \$600-950.00. The amount of fees billed exceed the amount requested. No adjustment is necessary. The Court finds that \$100,000 for class counsel fees are reasonable and approved. Litigation costs of \$24,029.32 are reasonable and are approved. The Court finds that the amount of \$5,000 to ILYM for its settlement administration expenses is reasonable. The Court finds that Class

Representative Service payment of \$7,500 is reasonable and is approved. The proposed payment to LWDA of \$6,500 is reasonable and approved. The PAGA Allocation to Aggrieved Employees in the amount of \$3,500 is reasonable and approved.

The Court finds that the moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. Notice to the class was adequately provided.

Ruling

1. The motion is **granted**. The Court will execute the proposed order lodged on April 7, 2026. The Court sets a compliance hearing dates regarding distribution as set forth in the proposed order.
2. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date, which shall be set by the Clerk of the Court in due course (not later than ninety (90) days from the date of this hearing). Five percent (5%) of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.
3. No appearance is required at the hearing on March 4, 2026.