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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

OCT 13 2022

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Roxanne Arraiga, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

|                                 |   |                       |
|---------------------------------|---|-----------------------|
| OREYDA PARAMO-DOMIO,            | ) | Case No.: 20STCV34809 |
| individually and on behalf all  | ) |                       |
| others similarly situated,      | ) |                       |
|                                 | ) |                       |
| Plaintiff,                      | ) |                       |
|                                 | ) | <b>JUDGMENT</b>       |
| vs.                             | ) |                       |
|                                 | ) |                       |
| PRESCOTT SANCHEZ, INC., a       | ) |                       |
| California Corporation doing    | ) |                       |
| business as Home Instead Senior | ) |                       |
| Care; CARTER JORDAN PRESCOTT,   | ) |                       |
| an individual; GREGORIO         | ) |                       |
| VALENTINE SANCHEZ, JR., an      | ) |                       |
| individual; DOES 1 through 50,  | ) |                       |
| inclusive,                      | ) |                       |
|                                 | ) |                       |
| Defendants.                     | ) |                       |

The Court finds as follows:

1           A.    The Court granted preliminary approval of the Revised  
2 Settlement Agreement ("Settlement Agreement") and certified a  
3 provisional settlement class on April 5, 2022.

4           B.    The Court granted final approval of the Settlement  
5 Agreement on October 13, 2022, certified the settlement class  
6 with no opt-outs, and found that the Settlement Agreement was  
7 fair, adequate and reasonable.

8           C.    The Court defined the following:

9           "Class Members": all current and former hourly-paid or  
10 non-exempt employees who worked for any of the Defendants within  
11 the State of California at any time between September 10, 2016  
12 and the date of the preliminary approval of the Settlement by  
13 the Court. (¶A.1.a)

14           "PAGA Settlement Group": all current and former hourly-  
15 paid or non-exempt employees who worked for any of the  
16 Defendants within the State of California any time during the  
17 PAGA settlement period of July 21, 2019 to the date of  
18 preliminary approval of this Settlement. (¶A.1.a)

19           "PAGA settlement period": July 21, 2019 through the date  
20 of the Court's preliminary approval of this Settlement. (¶A.1.a)

21           IT IS ORDERED, ADJUDGED AND DECREED as follows:

22           1.    Plaintiff Oreyda Paramo-Domio, individually and on  
23 behalf all others similarly situated, shall take from Defendants  
24 Prescott Sanchez, Inc. dba Home Instead Senior Care ("HISC"),  
25

1 Carter Jordan Prescott and Gregoria Valentine Sanchez, Jr., as  
2 set forth in the Parties' Settlement Agreement and the Court's  
3 Approval Order entered October 13, 2022.

4 2. Defendants shall pay Plaintiffs the Gross Settlement  
5 Amount of \$ 309,581.12. The Net Settlement Amount is the Gross  
6 Settlement Amount minus the following:

7 a. \$103,193.71 (33 1/3%) for attorney fees to Class  
8 Counsel, Arin | James LLP and Sookassian and Amirkhanian APC  
9 [pursuant to a fee split] (§B);

10 b. \$10,551.61 for litigation costs to Class Counsel  
11 (Ibid.);

12 c. \$5,000 for a service award to the class  
13 representative, Plaintiff Oreyda Paramo-Domio (§B.2);

14 d. \$13,000 for settlement administration costs to  
15 CPT Group, Inc., (§B.3); and

16 e. \$5,625 (75% of \$7,500 PAGA penalty) to the LWDA  
17 (§B).

18 3. Employer share of the payroll taxes on the taxable  
19 portion of the settlement payments shall be paid separately from  
20 the Gross Settlement Amount by Defendant.

21 4. In exchange for the consideration set forth in the  
22 Settlement Agreement, and as of the date the Defendants fully  
23 fund the settlement, Class Representative and all Class Members,  
24 except those who make a valid and timely request to be excluded  
25

1 from the Class and except the Class Representative's individual  
2 claims she has brought in Superior Court of California, County  
3 of Los Angeles, Case No. 20STCV36212, will release any and all  
4 claims and causes of action against Defendants and their  
5 franchisors, owners, officers, shareholders, partners, members,  
6 customers, agents and employees, and all related or affiliated  
7 entities, arising out of the facts and claims asserted in the  
8 operative First Amended Complaint filed in the Action, or any  
9 other claims or causes of action reasonably arising out of the  
10 same set of operative facts alleged in the operative First  
11 Amended Complaint, including but not limited to California Labor  
12 Code §§ 201-04, 226, 450-51, 510, 1174, 1174.5, 1194, 1197,  
13 1197.1, 1198, 1454, and 2802, and relevant sections of the  
14 applicable Wage Orders, and for Wages Not Paid Upon Termination  
15 and By The Appropriate Pay Period; Failure to Pay Minimum Wage;  
16 Failure to Pay Overtime; Improper Wage Statements; Failure to  
17 Reimburse Business Expenses; Failure to Maintain Records;  
18 Violation of California Business & Professions Code § 17200, et  
19 seq. (unfair competition); Violation of California Labor Code §§  
20 2698, et seq. (PAGA), and claims for civil penalties pursuant to  
21 the California Labor Code as disclosed in Plaintiff's letters to  
22 the Labor & Workforce Development Agency ("LWDA") and alleged in  
23 Plaintiff's First Amended Complaint.  
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1 The PAGA claims will be released and the PAGA Settlement  
2 Group will be entitled to their portion of the PAGA penalty,  
3 regardless of whether or not the Class Member opts out. (§I.1)

4 5. All uncashed settlement checks, plus interest, must be  
5 delivered to the California State Controller's Unclaimed  
6 Property Division in the name of the Class Member/Aggrieved  
7 Employee who did not cash his or her check.

8 6. Pursuant to California Rules of Court, Rule 3.769(h),  
9 the Court retains jurisdiction over the parties with respect to  
10 enforcement of this Judgment under California Code of Civil  
11 Procedure Section 664.6.

12 CLERK TO GIVE NOTICE.

13 DATED: October 13, 2022

14  
15 **YVETTE M. PALAZUELOS**

16 YVETTE M. PALAZUELOS  
17 JUDGE OF THE SUPERIOR COURT  
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