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**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**MAY 05 2017**

DAVID H. YAMASAKI, Clerk of the Court

BY: *CCB*, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

DAISY SALUPEN, an individual on behalf  
of herself only; NOEL DE GUZMAN, an  
individual on behalf of himself and others  
similarly situated; and ADELA  
CATBAGAN, an individual on behalf of  
herself and others similarly situated,

Plaintiffs,

v.

DUPONT RESIDENTIAL CARE, INC., a  
California corporation; JACQUELINE  
DUPONT, an individual; and DOES 1  
through 10 inclusive,

Defendants.

Case No.: 30-2014-00725300-CU-OE-CXC

Judge: Hon. William D. Cluster  
Dept: CX102

CLASS ACTION

~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS,  
ADMINISTRATION EXPENSES AND  
CLASS REPRESENTATIVE  
ENHANCEMENT PAYMENTS

Date: May 5, 2017

Time: 9:00 a.m.

Dept: CX102

1           WHEREAS, on December 21, 2016, the Court entered an Order granting preliminary  
2 approval of the Joint Stipulation of Class Action Settlement & Release executed by the parties in  
3 this action subject to the timing of the disbursements being modified so that (1) the class  
4 representative enhancements will be paid out of the third and/or fourth disbursements following  
5 the distribution of all settlement payments to class members and (2) the settlement administrator  
6 will receive one-half of its fee in the initial disbursement and remainder of its fee in the last  
7 disbursement, the total of which shall not exceed \$17,250.  
8

9           WHEREAS, on May 5, 2017, following the class notice and opt-out period, the Court held  
10 a final fairness hearing on the Settlement;

11           NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as  
12 follows:  
13

14           1.       The Court finally approves the settlement under the terms and conditions set forth  
15 in the Joint Stipulation of Class Action Settlement & Release (attached as Exh. 1 to the 10/12/16  
16 Hayes Declaration) as modified by the Court (“Stipulation” or “Settlement”) as fair, reasonable,  
17 adequate in all respects, determines that the Settlement was made in good faith and in the best  
18 interests of the “Settlement Class” defined below, and all other terms as defined in the Stipulation.  
19

20           2.       Solely for the purposes of settlement, the Court finally certifies a “Settlement  
21 Class” as follows: “all persons who have been employed by Dupont Residential Care, Inc. as a  
22 live-in caregiver at any of its residential care facilities in California at any time since May 22, 2010  
23 through December 21, 2016 and who have not previously executed a general release of all claims  
24 against Dupont Residential Care, Inc.”  
25

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1           3.       The Settlement Class is certified for settlement purposes only, and the certification  
2 should not be construed as an admission by Defendants with respect to any of the allegations  
3 against them in the action by or on behalf of the members of the Settlement Class.

4           4.       The Court confirms the appointment Noel De Guzman and Adela Catbagan as  
5 representatives of the Settlement Class.

6           5.       The Court confirms the appointment of the law firm of Hayes Pawlenko LLP as  
7 counsel for the Settlement Class.

8           6.       The Court confirms the appointment of ILYM Group, Inc. as the settlement  
9 administrator.

10          7.       The Parties and their counsel in this action shall take all steps necessary to  
11 implement and consummate the Settlement according to its terms and provisions.  
12

13          8.       The Court finds that the notice of settlement to the Settlement Class and notice  
14 methodology implemented by the parties following the Order granting preliminary approval of the  
15 Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably  
16 calculated, under the circumstances, to apprise the Settlement Class of the pendency of the action,  
17 their right to object to or exclude themselves from the Settlement and their right to appear at the  
18 final fairness hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to  
19 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code  
20 of Civil Procedure, the California and United States Constitutions (including the Due Process  
21 Clauses), the California Rules of Court and any other applicable law.  
22

23          9.       The Court finds that the appointed counsel and representatives for the Settlement  
24 Class have fairly and adequately represented and protected the interests of the Settlement Class.  
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1           10.    The Court finds that the individuals who have timely and properly requested  
2 exclusion from the Settlement Class and are not bound by this Order and Judgment are Diosdado  
3 Umali, Fortunata Catagan, and Rodrigo Catagan.

4           11.    The Court finds and orders that the Plaintiffs and the members of the Settlement  
5 Class who did not timely and properly request exclusion, and all persons purporting to act on the  
6 behalf of Plaintiffs or Settlement Class Members or purporting to assert a claim under or through  
7 them, including but not limited to, their dependents, heirs and assigns, beneficiaries, devisees,  
8 legatees, executors, administrators, agents, trustees, conservators, guardian, personal  
9 representatives, and successor-in-interests, whether individual, class, representative, legal,  
10 equitable, direct or indirect, or in any other type of capacity ("Releasing Parties") have released,  
11 as of the Final Settlement Date, the following claims against Jacqueline Dupont and Dupont  
12 Residential Care, Inc. (including her and/or its past, present or future parents, affiliates,  
13 predecessors, subsidiaries, officers, directors, agents, employees, spouses, dependents, heirs,  
14 shareholders, members, and successors and assigns and each of their respective officers, directors,  
15 shareholders, members, owners, investors, employees, agents, attorneys, representatives, and all  
16 other persons acting on their behalf) ("Released Parties") through December 21, 2016: all claims,  
17 contentions, demands, rights, damages, penalties, liabilities, expenses and causes of action,  
18 whether legal, statutory or equitable in nature alleged in the original complaint, first amended  
19 complaint, or second amended complaint filed in this action and all wage and hour claims,  
20 contentions, demands, rights, damages, penalties, liabilities, expenses and causes of action,  
21 whether legal, statutory or equitable in nature that could have been asserted based on the facts and  
22 legal claims alleged in those complaints, including a California Civil Code section 1542 waiver  
23 with respect to such wage and hour claims only. This includes, without limitation, any claims,  
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1 contentions, demands, rights, damages, penalties, liabilities, expenses and/or causes of action,  
2 whether legal, statutory or equitable in nature for failure to pay minimum or overtime wages,  
3 failure to pay for all hours worked, sleep time, failure to provide meal periods, failure to authorize  
4 and permit rest breaks, improper lodging, utility or meal deductions, failure to pay for vacation  
5 pay, unlawful business practices, failure to provide accurate itemized wage statements, waiting  
6 time, PAGA and other penalties and/or interest thereon.

7  
8 12. The Court further finds and orders that Plaintiffs, solely on behalf of themselves in  
9 their individual capacities only and not in their representative capacities on behalf of the Settlement  
10 Class Members and all Persons purporting to act on his/her individual behalf or purporting to assert  
11 a claim under or through him/her individually, including, but not limited to, his/her dependents,  
12 heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees,  
13 conservators, guardians, personal representatives, and successors-in-interest (but excluding  
14 Settlement Class Members asserting their own claims), fully and finally release, as of the Final  
15 Settlement Date, the Released Parties from any and all causes of action, claims, rights, demands,  
16 damages, penalties, liabilities, expenses, and losses and disputes of any kind or nature whatsoever,  
17 whether asserted or unasserted, known or unknown, suspected or unsuspected, contingent or non-  
18 contingent, and whether legal, statutory, or equitable in nature, that Plaintiffs have, had or may  
19 have had against any of the Released Parties from the beginning of time through December 21,  
20 2016, regardless of whether those claims arise out of or in any way relate to claims that were  
21 asserted or could have been asserted in the Action, and specifically releases any and all of such  
22 claims, to the fullest extent permitted by law, and expressly waive the provisions, rights and  
23 benefits of section 1542 of the California Civil Code and/or any similar existing or future state,  
24 federal or other law, statute, rule or regulation that may be applicable as to any and all such claims.  
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1           13.    No Settlement Class Member has submitted a timely objection to the Settlement  
2 and, therefore, all Settlement Class Members and the Releasing Parties are barred from prosecuting  
3 or pursuing any appeal of the Court's order granting final approval of the Settlement.

4           14.    The Court hereby directs that Dupont Residential Care, Inc. shall provide payment  
5 in four equal installments to the Settlement Administrator following the Final Settlement Date in  
6 accordance with the terms of the Settlement in the total the amount of One Million Two Hundred  
7 and Fifty Thousand Dollars and No Cents (\$1,250,000) which amount represents the all-inclusive  
8 non-revisionary Gross Settlement Amount established to fund the entirety of the Settlement  
9

10          15.    The Settlement Payments calculated in accordance with the Settlement will be  
11 dispersed by the Settlement Administrator to each of the Settlement Class Members who did not  
12 timely and properly request exclusion in three distributions taken from the first three installments  
13 of the Gross Settlement Amount. Each disbursement shall occur within ten (10) days following  
14 the deposit of each of the first three installments of the Gross Settlement Amount. If any  
15 Settlement Class Member does not cash his/her settlement check within one hundred twenty (120)  
16 days after the Settlement Administrator mails his/her check, the Settlement Administrator shall  
17 deposit a check for that amount in the payee's name with the California Department of Industrial  
18 Relations' Unpaid Wage Fund.  
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21          16.    From the Gross Settlement Amount of \$1,250,000, the Court approves and grants  
22 Plaintiffs' application for enhancement awards in the amount of \$2,500 to Plaintiff Daisy Salupen,  
23 \$5,000 to Plaintiff Noel De Guzman, and \$5,000 to Plaintiff Adela Catbagan. The enhancement  
24 awards shall be paid out of the third and/or fourth disbursements following the distribution of all  
25 individual settlement payments to the Settlement Class in accordance with the terms of the  
26 Settlement.  
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1           17. From the Gross Settlement Amount, the Court approves and grants Settlement Class  
2 counsel's application for an award of attorneys' fees in the amount of \$416,666.66 (one-third of  
3 the Gross Settlement Amount) and costs in the amount of \$16,324.87, which shall be paid in  
4 accordance with the terms of the Settlement.

5           18. From the Gross Settlement Amount, the Court approves and grants Plaintiffs'  
6 application for settlement administration fees and expenses to be paid to ILYM Group, Inc. in the  
7 amount of \$17,250, one-half of which (\$8,625) shall be paid in the initial disbursement and  
8 remainder of which (\$8,625) shall be paid in the final disbursement, in accordance with the terms  
9 of the Settlement.  
10

11           19. The Court orders \$5,000 in PAGA penalties to be paid from the Gross Settlement  
12 Amount, of which \$3,750 shall be paid to the Labor & Workforce Development Agency  
13 ("LWDA") and \$1,250 shall be paid to the Settlement Class in accordance with the terms of the  
14 Settlement.  
15

16           20. The Court enters Final Judgment in this action, with each Party bearing its own  
17 attorney's fees and costs, except as provided in the Stipulation.

18           21. Without affecting the finality of this Order, and pursuant to California Code of Civil  
19 Procedure section 664.6, the Court reserves continuing and exclusive jurisdiction over all matters  
20 related to the administration and consummation of the terms of this Settlement.  
21

22           22. If the Settlement does not become final and effective in accordance with the terms  
23 of the Stipulation of Settlement, any and all orders entered in connection herewith shall be rendered  
24 null and void and shall be vacated.

25           23. A non-appearance case review is set for June 26, 2019. Plaintiffs  
26 shall submit a final report summarizing all distributions made pursuant to this Order, supported by  
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a declaration from ILYM Group, Inc. no later than five (5) court days before the non-appearance  
case review.

IT IS SO ORDERED.

DATED: 5-5-17

Will D. Claster  
HON. WILLIAM D. CLASTER