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

19 CAROL CANO, individually, and on behalf of
20 all others similarly situated,

21 *Plaintiff,*

22 v.

23 360 HEALTH PLAN, INC. DBA 360 CLINIC,
24 a corporation; and DOES 1 through 10,
25 inclusive,

26 *Defendants.*

27 CAROL CANO, on behalf of the State of
28 California and other aggrieved persons,

Plaintiff,

v.

360 HEALTH PLAN, INC. DBA 360 CLINIC,
a corporation; and DOES 1 through 10,
inclusive,

Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

APR 17 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Case No. Case No.: 30-2022-01257308-CU-
OE-CXC
[Consolidated with Case No. 30-2022-
01270028-CU-OE-CXC]

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. David A.
Hoffer, Dept. CX-103]

**[REDACTED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 6, 2026
Time: 1:30 p.m.
Dept.: CX-103

Class Complaint filed: April 28, 2022
PAGA Complaint filed: July 14, 2022
Trial date: Not set

1 On or around July 23, 2025, this Court issued an Amended Order Granting Plaintiff's Motion
2 for Preliminary Approval of Class Action Settlement. Plaintiff Carol Cano ("Plaintiff") now seeks
3 an order granting final approval of the Class Action and PAGA Settlement and Class Notice and
4 Addendum ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Final Approval of Class
6 Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant 360 Health Plan, Inc. dba 360 Clinic ("Defendants," and
17 together with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
22 Final Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
27 Participating Class Members, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released

1 Parties from any and all claims asserted or that could have been asserted based on the facts pled in
2 the operative complaints, including but not limited to, state wage and hour claims for any and all
3 violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to
4 pay for all hours worked (including minimum, straight time, and overtime wages), failure to
5 provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages
6 at termination, failure to furnish accurate itemized wage statements, and failure to indemnify
7 employees for expenditures based on the alleged Labor Code violations, and all damages, interest,
8 penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under
9 California law, to the extent permissible, including, but not limited to, the California Labor Code
10 and the applicable Wage Orders. Except as set forth in Section 5.3 of this Agreement, Participating
11 Class Members do not release any other claims, including claims for vested benefits, wrongful
12 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
13 disability, social security, workers' compensation, or claims based on facts occurring outside the
14 Class Period.

15 6. Upon Defendant fully funding the Settlement as described in this Agreement, all
16 Aggrieved Employees, on behalf of themselves and their respective former and present
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to
18 release the Released Parties from any and all claims arising during the PAGA Period that were
19 asserted in the operative complaints for civil penalties under PAGA based on the alleged Labor
20 Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts
21 recoverable under said causes of action under California law, to the extent permissible, including,
22 but not limited to, the California Labor Code and the applicable Wage Orders.

23 7. Upon final approval of the Settlement by the Court, Participating Class Members will
24 release the aforementioned claims against all Released Parties.

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

27 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
28 following Class – all persons employed by 360 Health in California and classified as an hourly

1 paid or non-exempt employee who worked for 360 Health during the Class Period.

2 10. No Class Member has objected to the terms of the Settlement.

3 11. One Class Member, Chioma Abaekobe, has requested exclusion from the Settlement.

4 12. The Notice provided to the Class conforms with the requirements of California Rules
5 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
6 by providing individual notice to all Class Members who could be identified through reasonable
7 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
8 therein to the Class Members. The Notice fully satisfies the requirements of due process.

9 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
10 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
11 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
12 Payments to the Participating Class Members in accordance with the terms of the Settlement.

13 14. Defendant shall pay a total of \$350,000.00 to resolve this litigation and to separately
14 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

15 15. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Carol Cano,
16 for his services as class representative and for her agreement to release claims.

17 16. From the Gross Settlement Amount, \$8,400.00 shall be paid to the Settlement
18 Administrator, Apex Class Action, LLC.

19 17. From the Gross Settlement Amount, \$7,500.00 shall be paid to the Labor &
20 Workforce Development Agency ("LWDA") for it's share of the penalties under the Private
21 Attorneys General Act ("PAGA").

22 18. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, Alan Wilcox, and
23 Conor J.D. Gomez of Wilshire Law Firm, PLC as Class Counsel.

24 19. From the Gross Settlement Amount, Class Counsel is awarded \$105,000.00 for their
25 reasonable attorneys' fees and \$14,222.51 for their reasonable costs incurred in the action. The fees
26 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the
27 fees are reasonable in light of the benefit provided to the Class.

28 20. The administrator shall transfer any uncashed check funds remaining after the check-

1 cashing deadline (as stated in the Settlement Agreement) to the cy pres recipient, Legal Aid at Work.

2 **21.** Without affecting the finality of this Order in any way, and in accordance with C.C.P.
3 § 664.6, this Court retains continuing jurisdiction over the implementation, interpretation, and
4 enforcement of the Settlement with respect to all Parties to this Action, Class Counsel, Defendant's
5 counsel, and the Administrator.

6 **22.** Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
7 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

8 **23.** Notice of this judgment and order shall be posted on the Administrator's website in
9 compliance with California Rules of Court, Rule 3.771(b).

10 **24.** The Court shall hold a Final Report Hearing on January 6, 2027, at 1:30 p.m. in
11 Department CX103.

12 **25.** _____
13 _____
14 _____
15 _____

17 **IT IS SO ORDERED.**

19 DATE:

4/17/26



Hon. David A. Hoffer
Orange County Superior Court

PROOF OF SERVICE

Cano v. 360 Health Plan, Inc. dba 360 Clinic, et al.
30-2022-01257308-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Pablo Villalobos, state that I am employed in the Los Angeles County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is pablo.villalobos@wilshirelawfirm.com.

On April 6, 2026, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Eliot F. Krieger (SBN 159647)
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Lindley Fraley (SBN 223421)
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Attorneys for Defendant

(X) BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on April 6, 2026, at Los Angeles, California.

/s/ Pablo Villalobos
Pablo Villalobos