

Electronically
FILED

By Superior Court of California, County of San Mateo

ON 07/01/2026

By /s/ Wong, Kenneth

Deputy Clerk

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
TALIA LUX (SBN 336074)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Electronically
RECEIVED

6/29/2026

Attorneys for Plaintiff

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

JESSICA LORENZO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

ANX HOLDINGS LLC, a California limited
liability company; ANX HOME
HEALTHCARE, a California corporation;
ANX HOME HEALTHCARE NURSING -
EASTBAY INC., a California corporation;
ANX HOME HEALTHCARE NURSING -
FRESNO INC., a California corporation; ANX
HOME HEALTHCARE NURSING -
SACRAMENTO INC., a California
corporation; ANX HOME HEALTHCARE
NURSING-SANTA CLARA INC, a California
corporation; ANX HOSPICE CARE
NURSING INC., a California corporation; and
DOES 1 through 100, inclusive;

Defendants.

Case No.: 24-CIV-03737

Assigned for All Purposes to:
Honorable Nancy L. Fineman
Department 4

CLASS ACTION

NF

**~~{PROPOSED}~~ SECOND AMENDED
ORDER OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: June 23, 2026
Hearing Time: 2:00 p.m.
Hearing Place: Department 4

Complaint Filed: June 18, 2024
FAC Filed: June 25, 2025
SAC Filed: July 24, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Jessica San Lorenzo's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Class Action and PAGA Settlement Agreement ("Settlement
4 Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On September 12, 2025, Plaintiff and Defendant ANX Hospice Care Nursing Inc.
6 ("Defendant") entered the Settlement Agreement.

7 On January 24, 2026, the Court entered an order preliminarily approving the settlement
8 of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure
9 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
10 the Class Members with an opportunity to object to the Settlement or exclude themselves from
11 the Class, and scheduling a Final Approval Hearing.

12 In ruling on class action and PAGA settlements, this Court has a duty to independently
13 determine whether a settlement is fair, reasonable, and adequate. (*Moniz v. Adecco USA, Inc.*
14 (2021) 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.*
15 (2024) 16 Cal.5th 66 ["trial court should evaluate a PAGA settlement to determine whether it is
16 fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law
17 violations, deter future ones, and to maximize enforcement of state labor laws."]; *Kullar v. Foot*
18 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 ["The court has a fiduciary responsibility
19 as guardians of the rights of the absentee class members when deciding whether to approve a
20 settlement agreement.""]; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.)

21 A review of a proposed class action settlement involves a two-step process: preliminary
22 approval and subsequent final approval hearing. (*Cellphone Termination Fee Cases* (2009) 180
23 Cal.App.4th 1110, 1118; Cal. Rules of Court, 3.769; Code. Civ. Proc., § 581, subd. (k).)

24 Precertification settlements in class actions should be scrutinized carefully. (*Cho v.*
25 *Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 743 (*Cho*)). This is
26 accomplished through careful review by the trial court, and precertification settlements are
27 routinely approved where they are found fair, adequate and reasonable. (*Ibid.*; see also *Wershba*
28 *v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved of on other grounds by

1 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) “ ‘Due regard,’ ... ‘should be
2 given to what is otherwise a private consensual agreement between the parties. The inquiry
3 “must be limited to the extent necessary to reach a reasoned judgment that the agreement is not
4 the product of fraud or overreaching by, or collusion between, the negotiating parties, and that
5 the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” [Citation.]
6 ’ ” (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
7 1145, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 (*Dunk*)).) The test is
8 not whether the maximum amount is secured, but whether the settlement is reasonable under all
9 circumstances. For example, a trial court does not abuse its discretion in approving a settlement
10 when it found that the settlement was achieved at arm’s length negotiation, including review of
11 the mediator’s declaration; the fact the case was vigorously litigated; plaintiff was represented by
12 experienced counsel; the number of class members who objected or opted out was very small;
13 and plaintiff faced considerable risk in proceeding to trial. (*Cho, supra*, at p. 745.)

14 The trial court possesses a broad discretion to determine the fairness of the settlement; a
15 discretion exercised through the application of a handful of identified criteria. Both the federal
16 circuit courts and our Court of Appeal have adopted a mix of relevant considerations, including
17 “[1] the strength of plaintiffs’ case, [2] the risk, expense, complexity and likely duration of
18 further litigation, [3] the risk of maintaining class action status through trial, [4] the amount
19 offered in settlement, [5] the extent of discovery completed and the stage of the proceedings, [6]
20 the experience and views of counsel, ... and [7] the reaction of the class members to the proposed
21 settlement.” (*Dunk, supra*, 48 Cal.App.4th at p. 1801.) The list of factors is not exhaustive and
22 “should be tailored to each case.” (*Id.* at p. 1801.) According to *Dunk*, “a presumption of fairness
23 exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
24 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
25 experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at p. 1801.)

26 The Court found that the requirements for preliminary approval have been met.

27 ///

28 ///

1 Plaintiff provided notice to the California Labor and Workforce Development Agency
2 (“LWDA”) as required by Labor Code section 2699.3, subdivision (a)(1)(A). (Second Amended
3 Complaint, ¶ 101.)

4 The Court found that ILYM Group, Inc. is an experienced third-party administrator
5 (Mullins Dec., ¶ 2) and approved its retention.

6 The Court found that the Settlement is preliminarily fair and reasonable. While the Court
7 places reliance on counsel’s opinion, the Court “must also receive and consider enough
8 information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms
10 to which the parties have agreed. We do not suggest that the court should attempt to decide the
11 merits of the case or to substitute its evaluation of the most appropriate settlement for that of the
12 attorneys. However, as the court does when it approves a settlement as in good faith under Code
13 of Civil Procedure section 877.6, the court must at least satisfy itself that the class settlement is
14 within the ‘ballpark’ of reasonableness. (See *Tech-Bilt, Inc. v. Woodward-Clyde & Associates*
15 (1985) 38 Cal.3d 488, 499–500, 213 Cal.Rptr. 256, 698 P.2d 159.) This the court cannot do if it
16 is not provided with basic information about the nature and magnitude of the claims in question
17 and the basis for concluding that the consideration being paid for the release of those claims
18 represents a reasonable compromise.” (*Kullar, supra*, 168 Cal.App.4th at p. 133.)

19 The memorandum of points and authorities and Declaration of Douglas Han in support of
20 the Motion for Preliminary Approval provide information regarding each of these factors.

21 1. **The Settlement was Negotiated at Arm’s-Length.** The Parties
22 participated in mediation with mediator Jason Marsili on June 6, 2025, which resulted in the
23 instant settlement. Prior to mediation, Plaintiff’s counsel engaged in investigation and formal and
24 informal discovery and interviewed putative class members.

25 2. **The Settlement is Within the Ballpark of Reasonableness.** The
26 Settlement is for \$335,000. With the help of an expert, Plaintiff’s counsel has presented liability
27 and damages estimates based on the records received through discovery and discounted their
28 estimates based on Defendant’s defenses and legal challenges. Settling now for a lesser amount

1 than might be received at trial is reasonable given the risks inherent in all litigation, cost of going
2 forward, and time value of money.

3 **3. There has Been Sufficient Investigation and Discovery, and Plaintiff's**
4 **Counsel is Experienced in Similar Litigation.** Plaintiff's counsel conducted discovery and
5 Defendant contested liability. Mr. Han of Justice Law Corporation details his firm's experience
6 and qualifications in wage and hour class actions, including PAGA actions.

7 The Court found that the allocation of the settlement between the class and PAGA is fair
8 and reasonable. (*Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 [finding no abuse of
9 discretion to allocate nothing to PAGA in a PAGA/class settlement]). Furthermore, LWDA has
10 been provided notice of the Settlement and has not objected.

11 Plaintiff provided information as to the following elements of class certification:

12 **1. Numerosity/Ascertainability:** Plaintiff defines the Class according to
13 objective criteria, and Class Member identities are available from Defendant's records. The Class
14 consists of approximately 83 individuals, making joinder impracticable. The Court found
15 numerosity and ascertainability.

16 **2. Commonality:** Common issues predominate over whether Defendant
17 violated wage and hour laws.

18 **3. Superiority:** The court found the superiority requirement satisfied because
19 of the benefits and efficiencies of this proposed Settlement, when compared to continued
20 litigation of the case on either a class basis or through multiple individual lawsuits.

21 **4. Typicality:** Plaintiff represents that Plaintiff's claims are the same as those
22 of the Class Members that Plaintiff seeks to represent, and the Court agrees.

23 **5. Adequacy of Representation:** Plaintiff has demonstrated that Plaintiff's
24 counsel is adequate to represent the class. Plaintiff has also demonstrated Plaintiff's ability to
25 serve as class representative through Plaintiff's declaration submitted in support of the motion.

26 ///

27 ///

28 ///

1 The Court found the contents of the notice to be substantively adequate. (Cal. Rules of
2 Court, rule 3.769(f); *Martorana v. Marlin & Saltzman* (2009) 175 Cal.App.4th 685, 694.) The
3 Court found the method of notice—first class mail—to be sufficient. (*City of San Diego v. Haas*
4 (2012) 207 Cal.App.4th 472, 502; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 57;
5 *Wershba v. Apple Computer, Inc., supra*, 91 Cal.App.4th at p. 251.)

6 On June 23, 2026, the Court held a Final Approval Hearing. The following is the Court’s
7 findings at the Final Approval Hearing. Attached hereto as **Exhibit 1** is the Court’s comments of
8 the Final Approval Hearing.

9 1. Incorporation of Other Documents. This Second Amended Order of Final
10 Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless
11 otherwise provided herein, all the capitalized terms in this Order and Judgment shall have the
12 same meaning as set forth in the Settlement Agreement.

13 2. Jurisdiction. Because adequate notice has been disseminated, and all the
14 Class Members have been given the opportunity to request exclusion from the Class, the Court
15 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
16 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
17 grant final certification of the Class.

18 3. Final Class Certification. The Court finds that the Class satisfies all
19 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
20 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
21 paid or non-exempt employees of Defendant within the State of California at any time during the
22 period from June 18, 2020, through August 18, 2025 (“Class,” “Class Members,” and “Class
23 Period”). There are one hundred sixteen (116) Class Members who did not submit valid and
24 timely Requests for Exclusion from the Settlement (“Participating Class Members”).¹

25 ///

26 ///

27 _____

28 ¹ The Administrator mailed Class Notices to one hundred nineteen (119) Class Members
and received three (3) Request for Exclusion. As a result, there are one hundred sixteen (116)

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
7 and Preliminary Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement Agreement and their rights; (iii) their right to object to any
11 aspect of the Settlement Agreement; (iv) their right to exclude themselves
12 from the Settlement Agreement; (v) their right to receive settlement
13 payments; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) the binding effect of the orders and judgment in this lawsuit on all the
15 Participating Class Members;
16 b. Constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;
18 c. Constitutes the best practicable notice to the Class Members under the
19 circumstances of this lawsuit; and
20 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
22 preclude any action to enforce the terms and provisions of the Settlement.

23 7. Binding Effect. The terms and provisions of the Agreement and this Order
24 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

25 ///

26 ///

27 ///

28 Participating Class Members.

1 8. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
3 experienced counsel who have carried out and meaningfully investigated the disputed claims.
4 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
6 Settlement Agreement according to its terms and provisions.

7 9. Release by Participating Class Members. Effective on the date when
8 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
9 owed on the Wage Portion of the Individual Class Payments or the Effective Date, whichever
10 date is later, all the Participating Class Members, on behalf of themselves and their former and
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
12 the Released Parties from the Released Class Claims.

13 a. Release by Aggrieved Employees. Effective on the date when Defendant
14 fully funds the entire Gross Settlement Amount and funds all employer
15 payroll taxes owed on the Wage Portion of the Individual Class Payments
16 or the Effective Date, whichever date is later, all the Participating and
17 Non-Participating Class Members, who are Aggrieved Employees, are
18 deemed to release, on behalf of themselves and their former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and
20 assigns, the Released Parties from the Released PAGA Claims.

21 b. Plaintiff's Release. Effective on the date when Defendant fully funds the
22 entire Gross Settlement Amount and funds all employer payroll taxes
23 owed on the Wage Portion of the Individual Class Payments or the
24 Effective Date, whichever date is later, Plaintiff and her former and
25 present spouses, representatives, agents, attorneys, heirs, administrators,
26 successors, and assigns generally release and discharge the Released
27 Parties from the Plaintiff's Release. Furthermore, Plaintiff expressly
28

1 waives and relinquishes the provisions, rights, and benefits, if any, of
2 section 1542 of the Civil Code.

3 c. Released Parties. The Released Parties include Defendant and ANX Home
4 Health Care Nursing Eastbay, Inc., ANX Home Health Care Nursing
5 Fresno, Inc., ANX Home Health Care Nursing Sacramento, Inc., and ANX
6 Home Health Care Nursing Santa Clara, Inc., and their agents, officers,
7 employees, directors, owners, parent companies, subsidiaries, insurers,
8 DBA's, affiliates and predecessors, successor, and parent companies.

9 10. Gross Settlement Amount. The Court approves the payment of the Gross
10 Settlement Amount of \$335,000 to be paid by Defendant.

11 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
12 Payment. The Court finds the Class Counsel Fees Payment of \$111,666.67 (1/3 of the Gross
13 Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court
14 finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of
15 \$26,393.43 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees
16 and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement.
17 Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class
18 Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not
19 be required to pay for any other attorneys' fees and costs incurred by Plaintiff or Class Members
20 in connection with or related to this matter.

21 a. The Court in reviewing the facts of this case finds that one-third (1/3)
22 award is appropriate. (*Lafitte v. Robert Half International* (2016) 1 Cal.5th
23 480, 503 (*Lafitte*) ["33 1/3 percent of the common fund is consistent with,
24 and in the range of, awards in other class action lawsuits"]; *Chavez v.*
25 *Netflix, supra*, 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of
26 the benefits].)

27 ///

28 ///

- 1 b. While a common fund fee is appropriate, even a proper common fund-
2 based fee award should be reviewed through a lodestar cross-check.
3 (*Lafitte, supra*, 1 Cal.5th at p. 503.) Class Counsel shows a lodestar of
4 \$188,700 with hourly rates requested ranging from \$500 to \$900. (Han
5 Decl., ¶ 11.)
- 6 c. In reviewing the evidence submitted, the Court finds that the hourly rates
7 are reasonable. Class Counsel rely on rates in Los Angeles County (Han
8 Decl., ¶ 12), but this case is venued in San Mateo County, and it is the
9 reasonable rates for San Mateo County that dictate the reasonable rates for
10 attorneys' fees. " 'The reasonable hourly rate is that prevailing in the
11 community for similar work.' " (See *Tidrick v. FCA US LLC* (2025) 112
12 Cal.App.5th 1147, 1157 [quoting *PLCM Group, Inc. v. Drexler* (2000) 22
13 Cal.4th 1084, 1095].) Mr. Han makes no effort to show the reasonable
14 hourly rates in San Mateo County, which is part of the San Francisco Bay
15 Area. This Court, however, may use its own experience to determine the
16 value of attorneys' fees. (*Spencer v. Collins* (1909) 156 Cal. 298, 306
17 ["The value of attorney's services is a matter with which a judge must
18 necessarily be familiar. When the court is informed of the extent and
19 nature of such services, its own experience furnishes it with every element
20 necessary to fix their value."]; *Reynolds v. Ford Motor Company* (2020)
21 47 Cal.App.5th 1105, 1113-14 ["The trial court acted well within its
22 discretion in using 'the prevailing market value in the community for
23 similar legal services' relying on its personal knowledge and familiarity
24 with the area legal services, as the 'touchstone' for determination" of the
25 reasonable hourly rates." (citations omitted)].). This Court had extensive
26 experience in class action and other common fund cases while an attorney
27 and has made decisions about attorneys' fees and costs frequently during
28 her time as a judicial officer. The Court finds the hourly rates reasonable.

1 d. The Court reviewed the work performed by the attorneys and overall
2 concludes the work performed was top-heavy and much of it did not need
3 the input of all three (3) lawyers. For instance, while the amount of time
4 spent was small, it is unreasonable for three (3) lawyers to review the
5 notice of assignment, the request for dismissal of defendants, the notice of
6 posting of jury fees by defendant, the drafting of plaintiff's jury fee
7 request, and the court's notices of the complex case management
8 conference. There is no showing why three (3) attorneys needed to attend
9 the mediation. The lodestar confirms in the Court's mind that the fee
10 award of one-third (1/3) is reasonable, even though it results in a negative
11 multiplier. The Court acknowledges the work that Class Counsel
12 performed and commends it for successfully resolving the case, but there
13 were no novel issues in this case, plaintiff paid the mediation fee on April
14 11, 2025, the mediation was held on June 6, 2025 with the case settled
15 shortly thereafter, there was limited formal discovery and no motion
16 practice except for the preliminary approval motion, only one (1) case
17 management conference and no trial date. The Court in making the fee
18 award takes into account that counsel has had to wait for payment.

19 e. The Court has reviewed the Declaration of Douglas Han regarding the
20 litigation costs expended in prosecuting this matter. Pursuant to the
21 Settlement Agreement, Class Counsel may seek reimbursement of
22 litigation costs of up to \$30,000. The Court approves the Class Counsel
23 Litigation Expenses Payment of \$26,393.43.

24 12. Class Representative Service Payment. The Court finds the Class
25 Representative Service Payment of \$7,500 to be paid to Plaintiff to be reasonable and
26 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and
27 provisions set forth in the Settlement Agreement.

28 ///

- 1 a. The rationale for making enhancement payments is that the class
2 representatives should be compensated for the expense and risk incurred in
3 conferring a benefit on the Class. The criteria that the courts consider
4 include: (i) risks to the class representatives in commencing the lawsuit;
5 (ii) notoriety and personal difficulties encountered; (iii) amount of time
6 and effort spent by class representatives; (iv) litigation duration; and (v)
7 personal benefit (or lack thereof) enjoyed by the class representatives.
- 8 b. The Court acknowledges the important role Plaintiff played in the
9 litigation. While Plaintiff signed a general release, Plaintiff provides no
10 facts to demonstrate that Plaintiff had any claim different than the class
11 members. While the Court is aware of reputation harm, the law protects an
12 employee from being retaliated against by an employer and if Plaintiff
13 believes that any employer is retaliating against Plaintiff for being a
14 plaintiff in this lawsuit, Plaintiff shall notify Plaintiff's counsel who shall
15 immediately notify the Court. The Court has not been advised at any time
16 during the course of this litigation of any alleged retaliation. *Gentry v.*
17 *Superior Court* (2007) 42 Cal.4th 443 discusses the fear of retaliation as a
18 reason an employee might not bring a lawsuit, but our Supreme Court
19 states that the statistics demonstrated that enforcement mechanisms to
20 sanction retaliation were working. (*Id.* at pp. 460-461.) The court
21 acknowledges the in excess of thirty (30) hours that Plaintiff states that
22 Plaintiff spent on the case and an incentive award gives Plaintiff \$250 per
23 hour. Plaintiff did not have to sit for a deposition, respond to discovery, or
24 attend the mediation or any court hearings.

25 ///

26 ///

27 ///

1 c. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
2 involvement in this lawsuit. Given the risks inherent in serving as the class
3 representative, duration of this lawsuit, work performed, and benefits
4 created for the Class Members, the Court approves the Class
5 Representative Service Payment of \$7,500.

6 13. Administration Expenses Payment. The Court finds the Administration
7 Expenses Payment of \$5,600 to be paid to the Administrator to be reasonable and appropriate.
8 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set
9 forth in the Settlement Agreement.

10 a. The Court has reviewed the Declaration of Amanda Howard from ILYM
11 Group, Inc., the Administrator. The Court finds that the notice provided to
12 the Class Members constitutes the best practicable notice to the Class
13 Members and satisfied due process. The Court also finds that the
14 Administrator adequately administered the Settlement. The Court
15 approves the Administration Expenses Payment of \$5,600.

16 14. PAGA Penalties. The Court finds the PAGA Penalties of \$20,000, sixty-
17 five percent (65%) of which (\$13,000) will be paid to the California Labor and Workforce
18 Development Agency and thirty-five percent (35%) of which (\$7,000) will be distributed to the
19 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA
20 Penalties are to be paid pursuant to the terms and provisions set forth in the Agreement.

21 15. Fairness of the Settlement Agreement. As noted in the Preliminary
22 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
23 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
24 negotiations following litigation, discovery, and exchange of documentation. The negotiations
25 were facilitated with the assistance of an experienced and well-respected mediator.

26 a. There are no objections and only three (3) requests for exclusion,
27 demonstrating the fairness of the Settlement Agreement.

28 ///

b. The fairness of the Settlement Agreement is further demonstrated by the gross *average* Individual Class Payment being approximately \$1,342.73, and the gross *highest* Individual Class Payment being about \$4,955.14.

16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.

17. Uncashed Checks. The Class Members must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the settlement checks are issued. The uncashed settlement checks will be canceled and transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Members.

18. Compliance Hearing. The Court sets a compliance hearing on March 9, 2027, at 2:00 p.m. in Department 4. A compliance status report shall be filed no later than five (5) court days before the compliance hearing. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to the Participating Class Members and total residual of unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Modification of the Agreement. The Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel or their representatives/successors-in-interest. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of the Participating Class Members.

20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose. This includes, without limitation:

///

- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect and/or effectuate this Order and Judgment approving the
3 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
4 related proceedings, and to ensure the fair and orderly administration of
5 the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 ///

16 ///

17 ///

1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

Electronically

SIGNED

By /s/Fineman, Nancy

06/30/2026

9 DATED: _____

HONORABLE NANCY L. FINEMAN
SUPERIOR COURT JUDGE

11 Approved as to form and content:

12 Date: June 29, 2026

13 Gordon Rees Scully Mansukhani, LLP

14 /s/ Robert M. Bodzin

15 Robert M. Bodzin

16 Mollie M. Burks

EXHIBIT 1

Comment

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS COUNSEL FEES PAYMENT, CLASS COUNSEL LITIGATION EXPENSE PAYMENT, AND CLASS REPRESENTATIVE SERVICE PAYMENT TENTATIVE RULING: The court rules on plaintiff's unopposed motion for final approval of class action settlement and award of attorneys' fees, service award and costs as follows: The Court Grants Approval of the Settlement On January 20, 2026 (with written order on January 28, 2026), the court granted preliminary approval to this class and PAGA (Private Attorney General Act) settlement. The action alleges wage and hour violations. According to the preliminary approval motion, it was estimated that there are approximately 83 class members, who worked 9,000 workweeks. The proposed settlement amount is \$335,000. The settlement is estimated to provide an individual average settlement amount of \$1,780.12. The settlement will provide a payment of \$13,000 to the California Labor and Workforce Development Agency (LDWA) (i.e., 75% of the \$20,000 amount allocated to resolve the PAGA allegations). The remaining \$7,000 shall be distributed amongst Aggrieved Employees. The LDWA has not objected to the settlement. The declaration of Amanda Howard from ILYM Group, Inc.(ILYM), the court approved claims administrator, states that there are 116 participating class members, of which 72 are aggrieved employers and that the average individual class payment is \$1,342.73 with the highest individual class payment of \$4,955.15 before the deduction of taxes. (Howard Decl., 14-15.) In ruling on settlements involving class and PAGA claims, this court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76-77, disapproved of on other grounds by Turrieta v. Lyft, Inc. (2024) 16 Cal.5th 664 ["trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."]; Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129 ["The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement."].) In reviewing the evidence presented and conducting its independent review, the court finds that all the conditions for final approval have been met. The court gives final approval to the settlement, including the allocation between the class and PAGA settlement. (Code of Civ. Proc., 382; Richmond v. Dart Industries (1981) 29 Cal.3d 462, 470). According to the declaration of Howard, on January 28, 2026, ILYM received a class list and on February 20, 2026, ILYM mailed the class notice. (Howard Decl., 7, 7.) Four notices were returned and remained; thus there were no undelivered notices. (Id., 9.) There have been no written disputes, no objections and three requests for exclusion. (Id., 10-11.) The class is ascertainable in that the class members have already been identified by defendant and they received notice of the settlement. There is a community of interest in that common questions of law and fact predominate involving whether defendant properly calculated employee compensation. For settlement purposes, this community of interest is sufficient. Plaintiff/class representative Jessica Lorenzo's claims are typical of the class claims because she is alleged to have suffered the same injury as other class members. Lorenzo adequately represents the class, as set forth in her declaration and in having experienced class counsel. The settlement avoids the risk of the uncertainty of litigation. The settlement is fair adequate and reasonable. The law favors settlement and the fact that the class might be able to obtain more from a trial must be balanced against the risk of not having a class certified, receiving less than the settlement, including a defense verdict, the time and money that it would take to take the case to trial and through a potential appeal, and the potential for a change in law. The court in granting preliminary approval discussed the risks and benefits of the settlement. The case was mediated with mediator, Jason Marsili, and the fact that there were no objections, only three opt-outs and the LDWA did not object strongly supports approval of the settlement. The court approves the settlement. ATTORNEYS FEES Plaintiff's counsel requests attorneys' fees of 35% or \$117,250 of the gross settlement. The court awards 33.33%. The court in reviewing the facts of this case finds that 33.33% award is appropriate. (Lafitte v. Robert Half International (2016) 1 Cal.5th 480, 503 (Lafitte) ["33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits"]; Chavez v. Net?ix, supra, 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of the benefits].) While a common fund fee is appropriate here, even a proper common fund-based fee award should be reviewed through a lodestar cross-check. (Lafitte, supra, 1 Cal.5th at p. 503.) Plaintiff's counsel shows a lodestar of \$188,700 with hourly rates requested ranging from \$500.00 to \$900.00. (Han Decl., 11.) In reviewing the evidence submitted, the court finds that the hourly rates are reasonable. Counsel rely on rates in Los Angeles County (Han Decl., 12), but this case is venued in San Mateo County and it is the reasonable rates for San Mateo County that dictate the reasonable rates for attorneys' fees. "The reasonable hourly rate is that prevailing in the community for similar work." (See Tidrick v. FCA US LLC (2025) 112 Cal.App.5th 1147, 1157 [quoting PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095].) Han makes no effort to show the reasonable hourly rates in San Mateo County, which is part of the San Francisco Bay Area. This court, however, may use its own experience to determine the value of attorneys' fees. (Spencer v. Collins (1909) 156 Cal. 298, 306 ["The value of attorney's services is a matter with which a judge must necessarily be familiar. When the court is informed of the extent and nature of such services, its own experience furnishes it with every element necessary to fix their value."]; Reynolds v. Ford Motor Company (2020) 47 Cal.App.5th 1105, 1113-14 ["The trial court acted well within its discretion in using 'the prevailing market value in the community for similar legal services' relying on its personal knowledge and familiarity with the area legal services, as the 'touchstone' for determination of the reasonable hourly rates." (citations omitted)].) This court had extensive experience in class action and other common fund cases while an attorney and has made decisions about attorneys' fees and costs frequently during her time as a judicial officer. The court finds the hourly rates reasonable. The court reviewed the work performed by the attorneys and overall concludes the work performed was top-heavy and much of it did not need the input of all three lawyers. For instance while the amount of time spent was small, it is unreasonable for three lawyers to review the notice of assignment, the request for dismissal of defendants, the notice of posting of jury fees by defendant, the drafting of plaintiff's jury fee request, and the court's notices of the complex case management conference. There is no showing why three attorneys needed to attend the mediation. The lodestar confirms in the court's mind that the fee award of 33.33% is reasonable, even though it results in a negative multiplier. The court acknowledges

the work that plaintiff's counsel performed and commends it for successfully resolving the case, but there were no novel issues in this case, plaintiff paid the mediation fee on April 11, 2025, the mediation was held on June 6, 2025 with the case settled shortly thereafter, there was limited formal discovery and no motion practice except for the preliminary approval motion, only one case management conference and no trial date. The court in making the fee award takes into account that counsel has had to wait for payment. COSTS The court approves the costs of \$ 26,393.43 to class counsel as reasonable and necessarily incurred. The court also approves the fees of \$5,600.00 to ILYM as reasonable and necessarily incurred. SERVICE FEE AWARD Lorenzo requests \$10,000 as a fee award, but the court awards Lorenzo \$7,500.00 as a reasonable service fee award. The court acknowledges the important role she played in the litigation. While she signed a general release, she provides no facts to demonstrate that she had any claim different than the class members. While the court is aware of reputation harm, the law protects an employee from being retaliated against by an employer and if plaintiff believes that any employer is retaliating against her for being a plaintiff in this lawsuit, she shall notify his counsel who shall immediately notify the court. The court has not been advised at any time during the course of this litigation of any alleged retaliation. Gentry v. Superior Court (2007) 42 Cal.4th 443 discusses the fear of retaliation as a reason an employee might not bring a lawsuit, but our Supreme Court states that the statistics demonstrated that enforcement mechanisms to sanction retaliation were working. (Id. at pp. 460-461.) The court acknowledges the in excess of 30 hours that Lorenzo states that she spent on the case and an incentive award gives her \$250.00 per hour. She did not have to sit for a deposition, respond to discovery or attend the mediation or any court hearings. If the tentative ruling is uncontested, it shall become the order of the court. Thereafter, counsel for plaintiff shall prepare a written order consistent with the court's ruling for the court's signature, pursuant to California Rules of Court, rule 3.1312, and provide written notice of the ruling to all parties who have appeared in the action, as required by law and the California Rules of Court. The court modifies San Mateo Local Rule to allow the parties to add additional information that they believe is necessary, but only when it is not inconsistent with the tentative ruling issued by the court. The court also suggest that the parties add the findings from the preliminary approval ruling since the final settlement approval summarizes those findings.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On July 2, 2026, I served the foregoing document described as

SECOND AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Lorenzo v. ANX Home Healthcare, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-1104496-25**
Court Case No.: 24-CIV-03737
San Mateo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

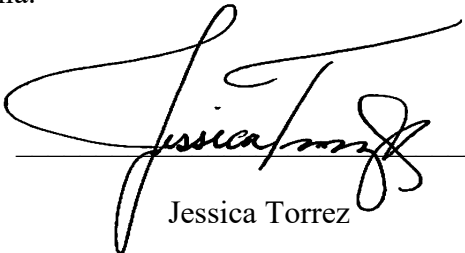
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on July 2, 2026, at Pasadena, California.



Jessica Torrez