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FILED
Superior Court of California
County of Sacramento
11/07/2025
V. Aleman, Deputy

Attorneys for Plaintiff YASMEEN ABBOUSHI,
on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

YASMEEN ABBOUSHI, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

ACTION SUPPORTIVE CARE SERVICES,
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 34-2023-00336805-CU-OE-GDS

CLASS ACTION

*[Assigned for all purposes to the
Honorable Lauri A. Damrell Dept. 22]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed concurrently with Memorandum of
Points and Authorities and Declarations in
Support]*

Hearing Information:

Date: November 7, 2025
Time: 9:00 a.m.
Dept: 22

1 Plaintiff Yasmeen Abboushi's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant Action Supportive
3 Care Services, Inc. (collectively, "Defendant") came before this Court on November 7, 2025, at 9:00
4 a.m. in Department 22 of Sacramento County Superior Court located at 720 9th Street, Sacramento,
5 California 95814. Having received and considered the Class Action and PAGA Settlement
6 Agreement and Class Notice, attached as Exhibit 1 to the Declaration of Alexander J. Aroeste in
7 Support of Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Award
8 of Attorneys' Fees and Costs filed on October 16, 2025 (together, the "Settlement" or "Settlement
9 Agreement"), Plaintiff's Motion for Final Approval of Class Action Settlement and Motion for Award
10 of Attorneys' Fees and Costs, the supporting papers filed by the Parties, the declaration of Lindsay
11 Romo on behalf of Simpluris, Inc. and the evidence and argument received by the Court in
12 conjunction with the Motion for Preliminary Approval of Class Action Settlement and Documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES
14 THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
16 including all members of the settlement class.

17 2. The Court finds that the Class (defined below) is properly certified as a class for
18 settlement purposes only:

19 all persons employed by Defendant in California and classified as an hourly,
20 non-exempt employee who worked for Defendant during the Class Period.

21 The "Class Period" means the period from March 23, 2019, through
22 January 18, 2025.

23 3. The Court appoints Plaintiff Yasmeen Abboushi as Class Representative for
24 settlement purposes only.

25 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Alexander J.
26 Aroeste, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

1 5. The notice provided to the class members conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
3 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
4 law, and constitutes the best notice practicable under the circumstances, by providing individual
5 notice to all class members who could be identified through reasonable effort, and by providing due
6 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
7 The notice fully satisfied the requirements of due process.

8 6. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant or by any other released
14 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
15 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other released parties.

19 8. No Class Members have objected to the terms of the Settlement.

20 9. No Class Members have requested exclusion from the Settlement.

21 10. Within fourteen (14) days following the Effective Date, Defendant shall provide the
22 Gross Settlement Amount of Four Hundred Thirty-Seven Thousand Dollars and Zero Cents
23 (\$437,000.00) and an amount sufficient to pay employer's share of payroll taxes with respect to the
24 wages portion of the Individual Class Payments to the Settlement Administrator. Within fourteen (14)
25 days after Defendant fully funds the Settlement, the Settlement Administrator will pay (a) Individual
26 Class Payments to Participating Class Members; (b) Individual PAGA Payments to Aggrieved
27 Employees; (c) Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses

1 Payment to Class Counsel; (d) Court-approved payment to the LWDA; (e) Court-approved Class
2 Representative Service Payment to Plaintiff; and (f) Court-approved Administration Expenses
3 Payment to itself. The envelope transmitting a settlement distribution to Class Members shall bear
4 the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

5 11. In the event that an Individual Class Payment and/or Individual PAGA Payment check
6 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
7 unable to locate a valid mailing address, if the Participating Class Member whose check was returned
8 is a current employee of Defendant, the Settlement Administrator and Defendant shall arrange to have
9 the check delivered to the Participating Class Member at their place of employment.

10 12. In addition to any recovery that Plaintiff may receive under the Settlement, and in
11 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
12 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
13 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00).

14 13. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
15 to Class Counsel in the sum of One Hundred Forty-Five Thousand Six Hundred Sixty-Six Dollars
16 and Sixty-Seven Cents (\$145,666.67), and the reimbursement of litigation expenses in the sum of
17 Twenty Thousand Three Hundred Thirty-Five Dollars and Eighteen Cents (\$20,335.18). Both are
18 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
19 percentage of the common fund obtained for the class. The court also has considered the lodestar
20 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
21 actual benefit obtained for the class.

22 14. The Court approves and orders payment from the Gross Settlement Amount in the
23 amount of Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) to Simpluris, Inc. for
24 performance of settlement administration services.

25 15. Participating Class Members will have one hundred eighty (180) calendar days from
26 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
27 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
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1 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
2 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
3 day check cashing period, including the amount at issue.

4 16. As of the Effective Date and full funding of the Gross Settlement Amount and all
5 employer payroll taxes owed on the wage portion of the Individual Class Payments by Defendant to
6 the Settlement Administrator, all Participating Class Members, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been
9 alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in
10 Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including
11 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
12 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
13 occurring outside the Class Period. The "Released Parties" means Defendant and each of its present
14 and former representatives, associates, affiliates, divisions, owners, predecessors, successors, parents,
15 subsidiaries, directors, officers, agents, employees, partners, lawyers, joint employers, staffing
16 agencies, insurers, and reinsurers, and each of their respective predecessors, successors, heirs and
17 assigns, and any entity or person, known or unknown acting in concert with Defendant, that Plaintiff
18 might claim to be liable for any claims asserted in the Action.

19 17. This Court shall retain jurisdiction with respect to all matters related to the
20 administration and consummation of the settlement, and any and all claims, asserted in, arising out
21 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
22 settlement and the determination of all controversies relating thereto.

23 18. The Settlement Administrator shall file a final report by **October 23, 2026**, indicating
24 the disbursements were made pursuant to the settlement.

25 19. A Non-Appearance Case Review regarding distribution of the settlement funds is set
26 for ~~November 7, 2026~~ November 6, 2026, in Department 22 of the above-captioned Court.

27 *SIGNATURE ON NEXT PAGE*

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IT IS SO ORDERED.

Dated: 11/7/25





Hon. Lauri A. Damrell
Judge of the Superior Court