

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDYTHE GUZMAN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiffs,

v.

AMERICAN ALL CARE SERVICES
HOSPICE, INC., a California Corporation; and
DOES 1 through 100, Inclusive,

Defendants.

Case No.: 24STCV00055

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 17, 2026

Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept.: 1

1 **LAWYERS *for* JUSTICE, P.C.**

Joanna Ghosh, Esq.

2 joanna@calljustice.com

Maria Halwadjian, Esq.

3 maria@calljustice.com

450 N Brand Blvd #900,

4 Glendale, CA 91203

5

Attorneys for Plaintiff

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Litigation Costs and Class
3 Representative Payment duly came on for hearing on February 17, 2026, before the above-entitled
4 Court. Zakay Law Group, APLC, the JCL Law Firm, APC, and Lawyers for Justice, P.C., appeared
5 on behalf of Plaintiff Edythe Guzman ("Plaintiff"). Landegger Verano, A Law Corporation appeared
6 on behalf of Defendant American All Care Services, Inc. (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 24STCV00055,
15 entitled *Edythe Guzman v. American All Care Services Hospice, Inc.*, and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On September 5, 2025, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on September 30,
25 2025. Mailing of the Class Notice to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation and
27 the proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was November 14, 2025.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. One Class Member requested
4 exclusion. The name of the Class Member who requested exclusion is Nailea Anguiano-Lopez.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$280,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. One request for exclusion was received.
18 The name of the Class Member who requested exclusion is Nailea Anguiano-Lopez.

19 e. The participation rate is high. 99.75% of Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Participating Class Members under the
22 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
23 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
24 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
25 of the litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

28 ///

1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$20,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$15,000.00 to the Labor and Workforce Development Agency
5 (“LWDA Payment”) and \$5,000.00 to Aggrieved Employees (“Individual PAGA Payment”) is fair
6 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
7 72 Cal.App.5th 56.

8 **Attorneys’ Fees and Litigation Costs**

9 10. The Agreement provides for a payment for Attorneys’ Fees and Litigation
10 Costs in the amount of up to One Hundred Twenty-Eight Thousand Dollars and Zero Cents
11 (\$128,000.00). Subject to Court approval, the Attorneys’ Fees and Litigation Costs consists of
12 attorneys’ fees equal to thirty-five percent (35%) of the Gross Settlement Amount, or Ninety-Eight
13 Thousand Dollars and Zero Cents (\$98,000.00), and up to \$30,000.00 for actually incurred litigation
14 expenses.

15 11. An Attorneys’ Fees and Litigation Costs payment of One Hundred Twenty-
16 Eight Thousand Dollars and Zero Cents (\$128,000.00), comprised of attorneys’ fees in the amount
17 of Ninety-Eight Thousand Dollars and Zero Cents (\$98,000.00), and up to \$30,000.00 for actually
18 incurred litigation expenses is reasonable in light of the contingent nature of Class Counsel’s fee,
19 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
20 attorneys’ fee award represents one-third of the common fund, which is reasonable, and is supported
21 by Class Counsel’s lodestar.

22 **Class Representative Payment**

23 12. The Agreement provides for a Class Representative Payment of up to Seven
24 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff, subject to the Court’s
25 approval. The Court finds that the amount of Seven Thousand Five Hundred Dollars and Zero Cents
26 (\$7,500.00) to Plaintiff is reasonable in light of the risks and burdens undertaken by Plaintiff in this
27 class action litigation.

28 ///

13. The Agreement provides for Administration Expenses Payment to be paid in an amount not to exceed \$7,590.00. The Declaration of the Administrator provides that the actual claims Administration Expenses Payment were \$7,490.00. The amount of this payment is reasonable in light of the work performed by the Administrator.

ORDERS

1. The Class is certified for the purposes of settlement only. The Participating Class is hereby defined to include:

2. There are 405 members of the Class. Every person in the Class who did not opt out is a Participating Class Member. After providing Notice to the Class, there was one opt out to the Settlement. The name of the Class Member who requested exclusion is Nailea Anguiano-Lopez.

4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In exchange the Participating Class Members shall release the “Released Parties” from the “Released Class Claims” and Plaintiff and the LWDA shall release the “Released Parties” from the “Released PAGA Claims.”

a. The “Released Parties” Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, divisions, predecessors, successors, assigns, and joint venturers.

1 b. The “Released Class Claims” are defined as any and all claims, rights,
2 demands, liabilities and causes of action that were alleged or could have been alleged, based on the
3 facts set forth in the operative complaint in the Action that arose during the Class Period, including
4 without limitation with respect to the following claims: (a) failure to pay all overtime wages owed;
5 (b) failure to provide compliant meal periods, or premium pay for noncompliant meal periods; (c)
6 failure to provide compliant rest periods, or provide premium pay for non-compliant rest periods;
7 (d) failure to pay minimum wages owed; (e) failure to timely pay all wages due upon separation of
8 employment; (f) failure to timely pay all wages due during employment; (g) failure to issue accurate,
9 itemized wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse for
10 necessary business expenses; (j) all claims for violation of California Labor Code §§ 201, 202, 203
11 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802; (k) all claims under
12 California Business & Professions Code §17200 for unfair competition based on the foregoing; and
13 (l) violation of the California Industrial Wage Orders that could have been premised on the facts,
14 claims, causes of action or legal theories described above, as well as any potential penalties, interest
15 or attorneys’ fees associated with all of such causes of action under California law. (“Released Class
16 Claims”). Except for Plaintiff’s Release by Plaintiff and as set forth in Section 5.3 of this Agreement,
17 Participating Class Members do not release any other claims, including claims for vested benefits,
18 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
19 disability, social security, workers’ compensation, or claims based on facts occurring outside the
20 Class Period.

21 c. The “Released PAGA Claims” are defined as all claims, demands,
22 rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act
23 of 2004 that were alleged, or reasonably could have been alleged, based on the claims asserted in the
24 operative complaint in the Action, the PAGA Notice, and ascertained in the course of the Action,
25 arising during or with respect to the PAGA Period, including claims for the recovery of civil penalties,
26 costs, attorneys’ fees, and expenses for violation of Labor Code §§ 201, 202, 203, 204, 210, 226,
27 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802.

1 5. Class Counsel are awarded attorneys' fees in the amount of One Hundred
2 Nineteen Thousand Five Hundred Twenty-Three Dollars and Ninety-Nine Cents (\$119,523.99) for
3 the Attorneys' Fees and Litigation Costs comprised of Ninety-Eight Thousand Dollars and Zero
4 Cents (\$98,000.00) for attorneys' fees and litigation costs in the amount of Twenty-One Thousand,
5 Five Hundred Twenty-Three Dollars and Ninety-Nine Cents (\$21,523.99). Class Counsel shall not
6 seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of
7 the Class.

8 6. The payment of the Class Representative Payment to Plaintiff in the amount
9 of \$7,500.00 is approved.

10 7. The payment of \$7,490.00 to the Administrator for the Administration
11 Expenses Payment is approved.

12 8. The PAGA Payment of \$20,000.00 is hereby approved as fair, reasonable,
13 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
14 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
15 fraud or collusion.

16 9. Final Judgment is hereby entered in this action. The Final Judgment shall
17 bind each Participating Class Member.

18 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
19 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
20 ("PAGA").

21 11. The Court further finds and determines that Class Counsel satisfied California
22 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising
23 under the Private Attorney General Act ("PAGA") on July 9, 2025.

24 12. The Court orders Class Counsel to comply with California Labor Code §
25 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
26 entry of this Order.

27 13. The Agreement is not an admission by Defendant, nor is this Final Approval
28 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by

1 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
2 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
3 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
4 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
5 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
6 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
7 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
8 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
9 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
10 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
11 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
12 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
13 or issue preclusion or similar defense as to the claims being released by the Settlement.

14 14. Notice of entry of this Final Approval Order and Judgment shall be given to
15 Class Counsel on behalf of Plaintiffs and all Participating Class Members. It shall not be necessary
16 to send notice of entry of this Final Approval Order and Judgment to individual Participating Class
17 Members and the Final Approval Order and Judgment shall be posted on the Administrator's
18 website as indicated in the Class Notice.

19 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
20 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
21 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
22 connection with the distribution of settlement benefits.

23
24
25
26
27
28 ///

1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
3 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
4 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

5 **IT IS SO ORDERED.**

6 DATED: _____, 2026
7
8

9 _____
10 Hon. Theresa M. Traber
11 JUDGE OF THE SUPERIOR COURT
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28