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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,

Plaintiff,

v.

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

Defendants.

Case No.: 24STCV00055

[PROPOSED] JUDGMENT

Date: February 17, 2026

Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept.: 1

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

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6 Attorneys for PLAINTIFF

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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. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The Class
9 is defined as "All current and former non-exempt hourly employees of Defendant that worked in
10 California at any time during the period of January 2, 2020, to March 17, 2025 (the "Class
11 Period")."

12 2. All persons who meet the foregoing definition are Participating Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

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

23 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 a. The "Released Class Claims" are defined " are defined as any and
28 all claims, rights, demands, liabilities and causes of action that were alleged or could have been

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

19 7. The "Released Parties" are defined as Defendant and its past, present and/or future,
20 direct and/or indirect, officers, directors, members, managers, employees, agents, representatives,
21 attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies,
22 subsidiaries, divisions, predecessors, successors, assigns, and joint venturers.

23 8. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and the
24 LWDA have released the Released Parties from the "Released PAGA Claims" for the "PAGA
25 Period" as set forth in the Agreement.

26 9. As used in paragraph 8 above, the quoted terms have the meanings set forth below:

27 (a) The "Released PAGA Claims" are defined as all claims, demands, rights,
28 liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004

1 that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative
2 complaint in the Action, the PAGA Notice, and ascertained in the course of the Action, arising during
3 or with respect to the PAGA Period, including claims for the recovery of civil penalties, costs,
4 attorneys' fees, and expenses for violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
5 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802.

6 (b) The "PAGA Period" is defined as the period from October 19, 2022, to
7 March 17, 2025.

8 10. This Court hereby grants final approval and awards the following: (i) One Hundred
9 Nineteen Thousand Five Hundred Twenty-Three Dollars and Ninety-Nine Cents (\$119,523.99) for
10 the Attorneys' Fees and Litigation Costs comprised of Ninety-Eight Thousand Dollars and Zero
11 Cents (\$98,000.00) for attorneys' fees and litigation costs in the amount of Twenty-One
12 Thousand, Five Hundred Twenty-Three Dollars and Ninety-Nine Cents (\$21,523.99) (ii) the Class
13 Representative Payment to Class Representative, Edythe Guzman, in the amount of Seven
14 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff; (iii) Administrator
15 Expenses Payment of Seven Thousand Four Hundred Ninety Dollars and Zero Cents (\$7,490.00)
16 to Apex Class Action, LLC; (iv) Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (75% of
17 the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and
18 Five Thousand Dollars and Zero Cents (\$5,000.00) (25% of the PAGA Payment) allocated to the
19 Individual PAGA Payments.

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1 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
2 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
3 California Labor Code section 2699(1)(3).
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5 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
6 **ORDERED.**

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8 DATED: _____, 2026
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10 _____
11 Hon. Theresa M. Traber
12 JUDGE OF THE SUPERIOR COURT
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