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

LORELEI ANSIS and ELDRICK ANSIS,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

ALOHA RESIDENTIAL CARE FACILITY,
INC., a California corporation; ARLEEN'S
RESIDENTIAL CARE, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV069658

*Assigned for all purposes to:
Hon. Somnath Raj Chatterjee, Dept. 21*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 19, 2025
Time: 2:30 p.m.
Dept.: 21
Reservation ID: 898889590462

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs Lorelei Ansis and Eldrick Ansis' ("Plaintiffs") Motion for
3 Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of John G. Yslas,
4 Plaintiffs' declarations, and the Class Action and PAGA Settlement Agreement and Class
5 Notice ("Settlement Agreement"), and good cause appearing, the Court finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiffs and Defendant Aloha Residential
11 Care Facility, Inc. and Arleen's Residential Care, Inc. ("Defendants"), attached to the
12 Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class
13 Action Settlement as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendants have agreed to create a common fund
18 of \$525,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
19 (b) a \$25,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75%
20 of which (\$18,750) will be paid to the State of California, Labor & Workforce Development
21 Agency and 25% of which (\$6,250.00) will be paid to eligible Aggrieved Employees; (c) Class
22 Representative service payment of up to \$7,500.00 to each Plaintiff (totaling \$15,000.00); (d)
23 Class Counsel's attorneys' fees, not to exceed one-third of the Gross Settlement Amount (i.e.,
24 \$175,000.00), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class
25 Counsel; and (e) Settlement Administration Costs of up to \$8,250.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

1 and reasonable to the Class Members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the Class Representative's enhancement awards should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "all current and former hourly, non-exempt employees, in the State of California,
18 during the Class Period."

19 6. "Class Period" means the period from October 3, 2019 through August 19, 2025.

20 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
22 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
23 of law and fact that are common, or of general interest, to all Settlement Class Members, which
24 predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the
25 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
26 the interests of the Settlement Class Members; and (5) a class action is superior to other
27 available methods for the fair and efficient adjudication of the controversy.

28 8. The Court appoints as Class Representatives, for settlement purposes only,

1 Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request an incentive
2 award up to \$7,500.00 each (totaling \$15,000.00).

3 9. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
4 Zinovyev, John Brown, and Gabriella Solé of Wilshire Law Firm, PLC, as Class Counsel. The
5 Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to
6 one-third of the Gross Settlement Amount (i.e., \$175,000.00), and costs not to exceed
7 \$20,000.00.

8 10. The Court appoints Apex Class Action Administration as the Settlement
9 Administrator with reasonable administration costs estimated not to exceed \$8,250.00.

10 11. The Court approves, as to form and content the Class Notice, attached to the
11 Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the
12 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
14 thereto.

15 12. The Parties are ordered to carry out the Settlement according to the terms of the
16 Settlement Agreement.

17 13. Any Class Member who does not timely and validly request exclusion from the
18 Settlement may object to the Settlement Agreement.

19 14. The Court orders the following Implementation Schedule:

20 21 EVENT:	DEADLINE:
22 Defendant to provide Class List to the 23 Settlement Administrator	7 days after preliminary approval granted
24 Settlement Administrator to mail the Notice 25 Packets	14 days after receipt of Class Data
26 Class Member Response Deadline	45 days after mailing Notice to Class
27 Class Member Deadline to Object	45 days after mailing Notice to Class

