

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**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 Nos.: 24CV069658 and 24CV088968

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

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: March 3, 2026
Time: 2:30 p.m.
Dept: 21

1 This matter came on for hearing on March 3, 2026 at 2:30 p.m., in Department 21 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On September 30, 2025, this Court issued an
4 Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
5 Settlement concerning Plaintiffs Lorelei Ansis and Eldrick Ansis’ (“Plaintiffs”) lawsuits
6 alleging class action wage and hour violations against Defendants Aloha Residential Care
7 Facility, Inc. and Arleen’s Residential Care, Inc. (“Defendants”) captioned *Lorelei Ansis and*
8 *Eldrick Ansis v. Aloha Residential Care Facility, Inc. and Arleen’s Residential Care, Inc.*,
9 Alameda County Superior Court, Case No. 24CV069658, filed on March 29, 2024 (“Class
10 Action”) and Case No. 24CV088968, filed on August 26, 2024 (“PAGA Action”) (collectively
11 the “Actions”). Plaintiffs now seek an order granting final approval of the Amended Class
12 Action and PAGA Settlement Agreement (“Settlement”), a copy of which is attached to the
13 Declaration of Lisa B. Iturriaga in Support of Motion for Preliminary Approval of Class Action
14 and PAGA Settlement as **Exhibit 1**.

15 Having received and considered the Settlement, the supporting papers filed by the
16 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
17 of Class Action and PAGA Settlement granted on September 30, 2025, and the instant Motion
18 for Final Approval of Class Action and PAGA Settlement, the Court grants final approval of
19 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
20 DETERMINATIONS:

21 1. Pursuant to the Order Granting Plaintiffs’ Motion for Preliminary Approval of Class
22 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
23 These papers informed Class Members of the terms of the Settlement, their right to receive an
24 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
25 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
26 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
27 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.
28

1 2. The Court finds and determines that this notice procedure afforded adequate protections
2 to Class Members and provides the basis for the Court to make an informed decision regarding
3 approval of the Settlement based on the responses of the Class. The Court finds and determines
4 that the notice provided in this case was the best notice practicable, which satisfied the
5 requirements of law and due process.

6 3. With respect to the Class and for purposes of approving this Settlement only, this Court
7 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
8 joinder of all members is impracticable; (b) there are questions of law or fact common the class
9 and a well-defined community of interest among members of the Class with respect to the subject
10 matter of the action; (c) the claims of Class Representatives Lorelei Ansis and Eldrick Ansis are
11 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
12 adequately protected the interests of the Class; (e) a class action is superior to other available
13 methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class
14 Representatives are qualified to serve as Class Counsel.

15 4. The Court has certified a Class for settlement purposes only, defined as all current and
16 former hourly, non-exempt employees, in the State of California during the Class Period (from
17 October 3, 2019 through September 30, 2025). The Court deems this definition sufficient for
18 purposes of California Rules of Court, Rule 3.765(a).

19 5. The Court hereby confirms John G. Yslas, Eugene Zinovyev, John Brown, Lisa B.
20 Iturriaga, and Gabriella Solé of Wilshire Law Firm, PLC as Class Counsel.

21 6. The Court hereby confirms Plaintiffs Lorelei Ansis and Eldrick Ansis as the Class
22 Representatives.

23 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
24 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
25 found that the Settlement was reached as a result of informed and non-collusive arm's length
26 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
27 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
28 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid

1 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
2 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
3 the Settlement and recognizes the significant value accorded to the Class.

4 8. The Court hereby approves that Defendants shall pay a total of \$525,000.00 to resolve
5 the Actions.

6 9. The Court finds and determines that the Individual Settlement Payments to be paid
7 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
8 hereby gives final approval to and orders the payment of those amounts to be made to the
9 Settlement Class Members in accordance with the Settlement.

10 10. From the Settlement Amount, the Court finds and determines that payment of
11 \$25,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
12 Workforce Development Agency will receive 75% (\$18,750.00), and the remaining 25%
13 (\$6,750.00) will be distributed to Aggrieved Employees (defined as all current and former hourly,
14 non-exempt employees employed by Defendants in the State of California during the PAGA Period
15 (June 20, 2023 through February 27, 2025). The Court hereby grants final approval to and orders
16 the payment of the amount in accordance with the Settlement.

17 11. From the Settlement Amount, the Court finds and determines the Class
18 Representatives Service Payments of \$7,500.00 to each named Plaintiff (\$15,000.00 total) are fair
19 and reasonable. The Court hereby grants final approval to and orders the payment of that amount
20 to be paid to the named Plaintiff for her service as a class representative and for her agreement to
21 release claims.

22 12. From the Settlement Amount, the Court finds and determines that the fees and expenses
23 in administering the Settlement incurred by Apex Class Action Administration ("Apex") in the
24 amount of \$8,250.00 are fair and reasonable. The Court hereby grants final approval to and orders
25 the payment of that amount in accordance with the Settlement.

26 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
27 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
28

1 of \$175,000.00 and litigation costs in the amount of \$16,608.09. The Court hereby grants final
2 approval to and orders the payment of those amounts in accordance with the Settlement.

3 14. Without affecting the finality of this Order or the entry of Judgment in any way, this
4 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
5 administration, effectuation and enforcement of this Order and the Settlement.

6 15. Defendants shall not have any further liability for costs, expenses, interest, attorneys'
7 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

8 16. The Class Representatives (on their behalf and on behalf of the State of California as
9 to the Released PAGA Claims) and each of the Settlement Class Members shall be deemed to
10 have, and by operation of this Order and Judgment shall have, fully, finally, and forever release,
11 relinquish, and discharge the Released Class Claims and Released PAGA Claims (as defined in
12 the Settlement Agreement) effective on the date when Defendants fully fund the Gross
13 Settlement Amount. Settlement Agreement, § 5.

14 17. Neither the making of this Settlement nor the entry into the Settlement constitutes an
15 admission by Defendants, nor is this order a finding of the validity of any claims in this case or
16 of any other wrongdoing. Further, neither the Settlement nor any act performed or document
17 executed pursuant to or in furtherance of the Settlement (i) is or may be deemed to be or may be
18 used as an admission of, or evidence of, the validity of any of the Class Members' Released
19 Class Claims, or of any wrongdoing or liability of Defendant or any of the other Released
20 Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any
21 fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
22 administrative proceeding in any court, administrative agency, or other tribunal.

23 18. Upon completion of administration of the Settlement, the Settlement Administrator will
24 provide written certification of such completion to the Court, which shall be filed with the Court
25 seven days before the non-appearance compliance hearing set for **March 2, 2027 at 2:30 p.m.**

26 19. The Court hereby enters final judgment in the Actions in accordance with the terms of
27 the Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action
28 Settlement, and this Order.

1 20. The Parties will bear their own costs and attorneys' fees except as otherwise provided
2 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

3 21. The Court ORDERS that funds not be distributed to the cy pres beneficiary until after
4 Court approval of a final accounting.

5 22. The Court ORDERS that 10% of any fee award to be kept in the administrator's trust
6 fund until the completion of the distribution process and Court approval of a final accounting.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

Honorable Somnath Raj Chatterjee
Judge of the Superior Court