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

LORELAI ANSIS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

PREMIER SENIOR CARE GROUP
CORPORATION, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV097081

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**

PRELIMINARY APPROVAL HEARING

Date: April 21, 2026

Time: 2:30 p.m.

Dept: 21

Reservation #: 321683067797

1 The Court has before it Plaintiff Lorelai Ansis’ (“Plaintiff”) Motion for Preliminary
2 Approval of Class Action and PAGA Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement, the Declaration of Arrash T. Fattahi, the Class
4 and PAGA Settlement Agreement (which is referred to here as the “Settlement Agreement”),
5 and good cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Premier Senior
10 Care Group, Corporation (“Defendant,” and together with Plaintiff, the “Parties”), attached to
11 the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval
12 of Class Action and PAGA Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$375,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
18 a \$20,000.00 allocation toward claims for civil penalties under the Private Attorneys General
19 Act (“PAGA”), with 65% of which (\$13,000.00) being paid to the State of California, Labor &
20 Workforce Development Agency (“LWDA”) and 35% (\$7,000.00) being paid to eligible
21 Aggrieved Employees; (c) a Class Representative Service Payment of up to \$10,000.00; (d)
22 Class Counsel’s Fees, up to thirty-five percent (35%) of the Gross Settlement Amount
23 (\$131,250.00), and up to \$35,000.00 in costs for actual litigation expenses incurred by Class
24 Counsel; and (e) Settlement Administration Costs of up to \$7,055.00.

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

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

9 4. A final fairness hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
11 of claims for penalties under the PAGA, and the Service Award should be finally approved as
12 fair, reasonable and adequate as to the members of the Class is hereby set in accordance with
13 the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Settlement Class"): "all individuals employed by Defendant as non-exempt, hourly-paid
16 employees in the State of California at any time between October 23, 2020 through September
17 17, 2025."

18 6. "Class Period" means the period from October 23, 2020 through September 17,
19 2025, or the date on which no more than 25,300 workweeks are released.

20 7. "Aggrieved Employees" means all persons employed by Defendant in California
21 and classified as non-exempt, hourly-paid employee who worked for Defendant during the
22 PAGA Period (i.e., November 19, 2023 through September 17, 2025.). "PAGA Period" means
23 the period from November 19, 2023 through the end of the Class Period.

24 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

9. The Court appoints as class representative, for settlement purposes only, Plaintiff Lorelai Ansis. The Court further preliminarily approves Plaintiff's ability to request a Class Representative Service Payment up to \$10,000.00.

10. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T. Fattahi, Lisa B. Iturriaga, and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (\$131,250.00), and costs not to exceed \$35,000.00.

11. The Court appoints APEX Class Action Administration ("APEX") as the Settlement Administrator with reasonable administration costs estimated not to exceed \$7,055.00.

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

13. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

14. Any class member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

15. The Court orders the following Implementation Schedule:

Defendant to provide Class List and Data to the Settlement Administrator	Not later than 14 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice	In no event later than 14 days after receiving

Packets	the Class Data
Response Deadline	45 calendar days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Payment to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	_____, 2026 at _____ a.m./p.m. [suggested, September 3, 2026 at 2:30 p.m.]

16. The Court ORDERS that funds not be distributed to the California Unclaimed Property Fund in the name of the Class Member until after Court approval of a final accounting.

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

18. The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for Plaintiff and the Settlement Administrator to comply with CCP 384(b) and to submit a summary accounting of how the funds have been distributed to class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release any hold-back of attorney fees.

19. The Court ORDERS that at the time of the final accounting that counsel for Plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt. Code 68520.)

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1 20. The Court further ORDERS that, pending further order of this Court, all proceedings
2 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 **IT IS SO ORDERED.**

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5 DATE:

6 Hon. Somnath Raj Chatterjee
7 Alameda County Superior Court
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