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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

GLADYS VILLAGRANA, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

SHELLA CARE MANAGEMENT SERVICES, LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. CVRI2202930
Consolidated with CVRI2202932

Honorable Harold W. Hopp
Department 1

CLASS ACTION

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	November 23, 2026
Time:	8:30 a.m.
Department:	1
Complaint Filed:	July 14, 2022
Trial Date:	None Set

This matter has come before the Honorable Harold W. Hopp, in Department 1 of the above-entitled Court, located at 4050 Main Street, Riverside, California 92501, on November 23, 2026 at 8:30 a.m., on Plaintiff Gladys Villagrana's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement Award ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and Clousespaniac Attorneys appeared on behalf of Defendant Shella Care Management Services, LLC ("Defendant").

On July 30, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled actions in accordance with the Class Action and PAGA Settlement and Release of Claims (attached as "Exhibit 4" to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on April 2, 2026), Amendment No. 1 to the Class Action and PAGA Settlement and Release of Claims (attached as "Exhibit 5" to the Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on April 2, 2026), and Amendment No. 2 to the Class Action and PAGA Settlement and Release of Claims (attached as "Exhibit B" to the Supplemental Declaration of Yasmin Hosseini in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed with the Court on June 18, 2026) (collectively, "Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Actions.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is granted in its entirety.

2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized

terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions or the Settlement, pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Actions and the claims asserted in the Actions; the Court also has jurisdiction over all parties to the Actions as it pertains to the Actions and the claims asserted in the Actions.

5. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq*. have been satisfied, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include: all current and former non-exempt, hourly-paid employees who worked for Defendant within the State of California at any time during the Class Period, which is the period from July 14, 2018, through July 18, 2024 ("Class" or "Class Members").

6. The Aggrieved Employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former hourly-paid or non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the PAGA Period, which is the period from March 23, 2021, through July 18, 2024.

7. The Court finds that the Court-approved Notice of Class Action Settlement, Exclusion Form, and Objection Form, or substantially similar notices (collectively, the "Class Notice") that were provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to opt-out from the Class

Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful informal discovery and investigation conducted by Lawyers *for* Justice, PC ("Class Counsel"), and that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be effected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Opt-Out Request from the Class Settlement ("Participating Class Members") will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all

claims, debts, liabilities, demands, penalties, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action contingent or accrued under state, federal, local or common law, that are pleaded, or that could have been pleaded, or that arise out of or relate to the facts and claims alleged in the Complaints in the Actions, including, but no limited to any claims for: (a) failure to provide required meal periods and/or pay meal period premiums under California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods and/or pay rest period premiums under California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages under California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages under California Labor Code §§ 1194 and 1197; (e) failure to timely pay wages upon termination under California Labor Code § 203; (f) failure to timely pay wages during employment under California Labor Code §§ 204 and 210; (g) failure to furnish accurate, itemized wage statements under California Labor Code §§ 226 and 226.3; (h) failure to keep requisite payroll records under California Labor Code § 1174(d); (i) failure to reimburse business expenses under California Labor Code §§ 2800 and 2802; (j) claims relating to rounding time; (k) unlawful business practices under California Business and Professions Code §§ 17200, et seq.; and claims predicated on any violations of the California Labor Code and any Federal equivalent, IWC Wage Orders, the Fair Labor Standards Act, and the California Business and Professions Code, including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or related to the primary rights asserted in the Complaint, whether plead or not ("Class Released Claims").

10. There are four (4)) Class Members who have submitted Opt-Out Requests and therefore are not bound by this Final Approval Order and Judgment: Teri Lopez, Nova Lumingkewas, Hifniandy Assegaf, and Kathleen Caine.

11. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have

been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of $185,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Penalty Amount"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Penalty Amount as follows: the amount of $138,750.00 to the LWDA ("LWDA Payment"), and the amount of $46,250.00 to the Aggrieved Employees ("Aggrieved Employee Amount"), in accordance with the terms and methodology set forth in the Agreement.

12. The Court determines that Plaintiff Gladys Villagrana, the State of California (with respect to Aggrieved Employees), and all Aggrieved Employees are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Total Settlement Amount, shall fully, finally, and forever release, settle, compromise, relinquish, and discharge the Released Parties from PAGA Released Claims that arose during the PAGA Period. These include, but are not limited to, Labor Code §§ 2698 and 2699 et seq., for (a) failure to provide required meal periods and/or pay meal period premiums under California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods and/or pay rest period premiums under California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages under California Labor Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages under California Labor Code §§ 1194, 1197, and 1197.1; (e) failure to timely pay wages upon termination under California Labor Code §§201, 202,and 203; (f) failure to timely pay wages during employment under California Labor Code §§ 204 and 210; (f) failure to furnish accurate, itemized wage statements under California Labor Code §§ 226 and 226.3; (g) failure to keep requisite payroll records under California Labor Code § 1174(d); (h) failure to reimburse business expenses under California Labor Code §§ 2800 and 2802; and (i) unlawful business practices under California Business and Professions Code §§ 17200, et seq.;

(k) and violation of PAGA, predicated on the violations of the California Labor Code and applicable IWC Wage Order as alleged in Plaintiff's PAGA Complaint and in Plaintiff's PAGA Notice; and (l) Penalty claims under Labor Code §558, and California Code of Regulations Title 8 §11010, et seq. ("PAGA Released Claims").

13. The Court hereby directs that the Settlement be effected in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

14. The Court finds that payment of Settlement Administration Costs in the amount of $10,500.00 to Phoenix Class Action Administration Solutions ("Phoenix" or "Settlement Administrator") is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and it is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of $10,500.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The Court finds that the Enhancement Award in the amount of $7,500.00 to Plaintiff Gladys Villagrana is fair and reasonable, and it is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $7,500.00 to Plaintiff Gladys Villagrana for her Enhancement Award, according to the terms set forth in the Settlement Agreement.

16. The Court finds that attorneys' fees in the amount of $360,500.00 to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and it is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $360,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. The Court finds that reimbursement of litigation costs and expenses in the amount of $8,819.93 to Class Counsel is reasonable, and it is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $8,819.93 to Class

Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

18. It is hereby ordered that within twenty-one (21) calendar days after the Effective Date, Defendant shall deposit the Total Settlement Amount of $1,030,000.00 and the employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Payments into a qualified settlement account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

19. It is hereby ordered that within five (5) calendar days following the funding of the Total Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to Participating Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c) LWDA Payment to the LWDA, (d) Enhancement Award to Plaintiff, (e) Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Costs to itself, in accordance with the terms and methodology set forth in the Settlement Agreement. Any envelope transmitting a settlement distribution to a Participating Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

20. Each check issued to a Participating Class Member and/or Aggrieved Employee for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid and negotiable for a period of one hundred eighty (180) calendar days after mailing, and thereafter, will be cancelled. The Settlement Administrator shall mail a reminder postcard to any class member whose settlement distribution check has not been negotiated within sixty (60) days after the date of mailing. If (i) any of the Participating Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the administrator as being undeliverable, and (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment. The funds associated with such cancelled checks will be distributed by the Settlement Administrator to the *cy pres* recipient,

Riverside Legal Aid, 4129 Main Street, Suite 101, Riverside, California 92501, pursuant to California Code of Civil Procedure Section 384. All Participating Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

21. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

22. Individualized notice of this Final Approval Order and Judgment is not required. The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

23. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 1. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

_____
The Honorable Harold W. Hopp
Judge of the Superior Court