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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

GEOVANNI VAZQUEZ, DOROTHEA
BOWENS, 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,

vs.

CALCARE, INC., a California corporation;
CARPINTERICA LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: S-CV-0049068

Honorable Michael Jones
Department 3

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: May 28, 2026
Time: 8:30 a.m.
Department: 3

Complaint Filed: September 7, 2022
FAC Filed: October 15, 2025
Trial Date: None Set

1 This matter has come before the Honorable Michael Jones, in Department 3 of the
2 above-entitled Court, located at 101 Maple Street, Auburn, California 95603, on May 28, 2026
3 at 8:30 a.m., on Plaintiff Geovanni Vazquez's ("Plaintiff Vazquez") and Plaintiff Dorothea
4 Bowens' ("Plaintiff Bowens") (together with Plaintiff Vazquez, "Plaintiffs") Motion for Final
5 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement
6 Awards ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff
7 Vazquez and the Class, and Arch Legal, P.C. appeared on behalf of Plaintiff Bowens and the
8 Class. Fisher Phillips LLP appears as counsel for Defendants Carpinteria LLC dba Atherton Park
9 Post-Acute ("Defendant Carpinteria"), Trestles LLC dba City Creek Post Acute (erroneously
10 sued as Trestles LLC dba City Creek Post Acute/City Creek Care Center) ("Defendant Trestles
11 LLC"), Kalesta Healthcare Group, LLC ("Defendant Kalesa"), Hamoa LLC dba Valley Skilled
12 Nursing Center, Three Arch LLC dba The Villas at Saratoga, Newport LLC dba Almond Vista
13 Healthcare Center, Napili Bay LLC dba Los Banos Post-Acute, and Coronado Bay LLC dba
14 Harvest Crossing Post Acute (collectively, "Defendants").

15 On October 24, 2025, the Court entered the Order Granting Preliminary Approval of
16 Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily
17 approving the settlement of the above-entitled action in accordance with the Joint Stipulation of
18 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
19 Agreement"), which, together with the exhibits annexed thereto set forth the terms and
20 conditions for settlement of the Action.

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

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

- 24 1. The Motion for Final Approval is granted in its entirety.
- 25 2. This Final Approval Order and Judgment incorporates by reference the
26 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
27 terms used, but not defined, herein shall have the same meanings as in the Settlement
28 Agreement and Preliminary Approval Order.

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

7 4. This Court has jurisdiction over the Class Members as it pertains to the Action
8 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
9 Action as it pertains to the Action and the claims asserted in the Action.

10 5. The Court finds that the applicable requirements of California Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
12 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
13 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
14 The Class is hereby defined to include: all current and former hourly-paid or non-exempt
15 employees who worked for Defendant Carpinteria, Defendant Kalesta, Defendant Trestles
16 and/or the five (5) other facility entities (Hamoia LLC dba Valley Skilled Nursing Center, Three
17 Arch LLC dba The Villas at Saratoga, Newport LLC dba Almond Vista Healthcare Center,
18 Napili Bay LLC dba Los Banos Post-Acute, and Coronado Bay LLC dba Harvest Crossing Post
19 Acute) allegedly affiliated with Defendant Kalesta, who were not subject to an arbitration
20 agreement, in California at any time during the Class Period (“Class” or “Class Members”).

21 6. The aggrieved employees for purposes of the PAGA Settlement are hereby
22 defined to consist of the following individuals: all current and former non-exempt, hourly-paid
23 employees who were employed by Defendants in California at any time during the PAGA
24 Period.

25 7. The Court finds that the Court-approved Notice of Class Action Settlement
26 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
27 Class Members of all material elements of the Settlement, of their opportunity to participate in
28 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the

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

6 8. Pursuant to California law, the Court hereby grants final approval to the
7 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
8 Class as a whole. More specifically, the Court finds that the Settlement was reached following
9 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
10 PC and Arch Legal, P.C. (“Class Counsel”), and that the Settlement is the result of serious,
11 informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court
12 has considered all of the evidence presented, including evidence regarding the strength of
13 Plaintiffs’ claims; the risk, expense, and complexity of pursuing the claims presented; the likely
14 duration of further litigation; the amount offered in the Settlement; the extent of investigation
15 and discovery completed; and the experience and views of Class Counsel. The Court finds that
16 the Settlement, including the monetary allocations and payments, appear within the range of
17 reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable
18 when balanced against the probable outcome of further litigation relating to certification,
19 liability, and damages issues. The Court has further considered the absence of any objections by
20 the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the
21 Settlement be affected in accordance with the Settlement Agreement and the following terms
22 and conditions.

23 9. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
25 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
26 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
27 Members who did not submit a timely and valid Request for Exclusion from the Class
28 Settlement (“Settlement Class Members”), individually and on behalf of their respective

1 successors, assigns, agents, attorneys, executors, heirs and personal representatives, are bound
2 by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the
3 Effective Date, shall fully and finally release and discharge the Released Parties, and each of
4 them, from the Released Class Claims.

5 10. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA,
6 including, and not limited to, providing the LWDA and Defendants with notice of the specific
7 provisions of the California Labor Code alleged to have been violated, including, and not
8 limited to, the facts and theories to support the alleged violations, in conformity with California
9 Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been
10 submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to
11 California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA
12 Settlement and the allocation of \$150,000.00 toward civil penalties under the California Private
13 Attorneys General Act of 2004 (“PAGA Amount”), and the Court finds that they are fair,
14 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute
15 the PAGA Amount as follows: the amount of \$112,500.00 to the LWDA (“LWDA Payment”),
16 and the amount of \$37,500.00 to the Aggrieved Employees (“Aggrieved Employee Amount”),
17 in accordance with the terms and methodology set forth in the Agreement.

18 11. The Court determines that, Plaintiffs, the State of California (with respect to
19 Aggrieved Employees), and all Aggrieved Employees, individually and on behalf of their
20 respective successors, assigns, agents, attorneys, executors, heirs and personal representatives,
21 are bound by the PAGA Settlement and this Final Approval Order and Judgment, and thereby,
22 as of the Effective Date, shall fully and finally release and discharge the Released Parties, and
23 each of them, from the Released PAGA Claims.

24 12. The Court hereby directs that the Settlement be affected in accordance with the
25 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
26 herein.

27 13. The Court finds that payment of Settlement Administration Costs in the amount
28 of \$25,990.00 to Apex Class Action Administration (“Apex” or “Settlement Administrator”), is

appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. Although the Court preliminarily approved Settlement Administration Costs in the amount of \$11,000.00, the Settlement Administrator informed the Parties of an increase in Settlement Administration Costs and the Parties agreed to allocate the increased amount of \$25,990.00 in the Class Notice that was received by the Class Members. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$25,990.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Awards in the amount of \$10,000.00 each to Plaintiffs Geovanni Vazquez and Dorothea Bowens (for a combined total of \$20,000.00) is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 each to Plaintiffs Geovanni Vazquez and Dorothea Bowens for their Enhancement Awards, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys' fees in the amount of \$525,000.00 to Class Counsel falls within the range of reasonableness and that the results achieved justify the award sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$525,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement, as follows: \$378,312.50 to Lawyers *for* Justice, PC and \$146,687.50 to Arch Legal, P.C..

16. The Court finds that reimbursement of litigation costs and expenses in the amount of \$24,398.58 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$24,398.58 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement, as follows: \$18,393.96 to Lawyers *for* Justice, PC and \$6,004.62 to Arch Legal, P.C..

17. It is hereby ordered that within thirty (30) calendar days after the Effective Date, Defendants shall make a one-time deposit of the Total Settlement Amount of \$1,500,000.00 and

1 the employer's share of taxes and contributions in connection with the wages portion of
2 Individual Settlement Shares ("Employer Taxes") into an account established by the Settlement
3 Administrator, in accordance with the terms and methodology set forth in the Settlement
4 Agreement.

5 18. It is hereby ordered that within seven (7) calendar days following the funding of
6 the Total Settlement Amount, the Settlement Administrator will issue payments due under the
7 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
8 Settlement Class Members, (b) Individual PAGA Payments to Aggrieved Employees, (c)
9 LWDA Payment to the LWDA, (d) Enhancement Awards to Plaintiffs, (e) Attorneys' Fees and
10 Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement
11 Administrator, in accordance with terms and methodology set forth in the Settlement
12 Agreement.

13 19. Each check issued to a Settlement Class Member and/or Aggrieved Employee
14 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
15 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
16 and after this time period, the check(s) shall be cancelled. The leftover funds associated with
17 checks issued to Settlement Class Members and Aggrieved Employees, after the checks have
18 been cancelled, shall be transmitted to the California Controller's Unclaimed Property Fund in
19 the name of the Settlement Class Member and/or Aggrieved Employee. All Settlement Class
20 Members shall be bound by the terms and conditions of the Class Settlement regardless of
21 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All
22 Aggrieved Employees shall be bound by the terms and conditions of the PAGA Settlement
23 regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment
24 checks.

25 20. After entry of this Final Approval Order and Judgment, pursuant to California
26 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
27 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
28 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for

1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
2 with the distribution of settlement benefits.

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

7 22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
8 Department 3. Class Counsel shall submit the Settlement Administrator's accounting report
9 regarding the status of the funding and disbursement of the Settlement at least five (5) court days
10 prior to the Final Compliance Hearing.

11 **IT IS SO ORDERED.**

12
13 DATE: _____

The Honorable Michael Jones
Judge of the Placer County Superior Court of
California