

PLAINTIFF/PETITIONER: Lolita Galvan
 DEFENDANT/RESPONDENT: Inland Respite, Inc.

CASE NUMBER:
 CVRI2103857 / Department 1

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 30, 2025

Geoffrey Varas

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Scarlet Tunney (SBN 359178)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 24 2025

L. Melendrez *LM*

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

LOLITA GALVAN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of all other
aggrieved employees pursuant to the California
Private Attorney General Act,

Plaintiff,

vs.

INLAND RESPITE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CVRI2103857

Honorable Harold W. Hopp
Department 1

CLASS ACTION & PAGA

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

Date: December 19, 2025
Time: 8:30 a.m.
Department: 1

Complaint Filed: August 24, 2021
FAC Filed: December 16, 2024
Trial Date: None Set

CM/1

DEC 26 2025 PM

1 This matter has come before the Honorable Harold W. Hopp, in Department 1 of the
2 above-entitled Court, located at 4050 Main Street, Riverside, California 92501, on December
3 19, 2025 at 8:30 a.m., on Plaintiff Lolita Galvan's ("Plaintiff") Motion for Final Approval of
4 Class Action and PAGA Settlement, Attorneys Fees and Costs, and Class Representative
5 Enhancement Award ("Motion for Final Approval"). Lawyers for Justice, PC, appears on
6 behalf of Plaintiff and the Class, and Atkinson, Andelson, Loya, Rudd & Romo appears on
7 behalf of Defendant Inland Respite, Inc., ("Defendant").

8 On July 7, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement and Release, which, together with the exhibits annexed thereto set
12 forth the terms and conditions for settlement of the Action.

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

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

- 16 1. The Motion for Final Approval is granted in its entirety.
- 17 2. This Final Approval Order and Judgment incorporates by reference the
18 definitions in the Joint Stipulation of Class Action and PAGA Settlement and Release
19 ("Settlement," "Agreement," or "Settlement Agreement"), which was filed on June 4, 2025 as
20 Exhibit 3 to the Declaration of Vartan Madoyan in Support of Plaintiff's Motion for Preliminary
21 Approval of Class Action and PAGA Settlement.
- 22 3. Settlement Agreement and Preliminary Approval Order, and all capitalized terms
23 used, but not defined, herein shall have the same meanings as in the Settlement Agreement and
24 Preliminary Approval Order.
- 25 4. Unless otherwise specified, all citations and references to the Private Attorneys
26 General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") are to the version
27 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
28 not apply to the Action, 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.

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

6. 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 hourly-paid or non-exempt employees of Defendant within the State of California who performed work for Defendant at any time during the Class Period (“Class” or “Class Members”).

7. The PAGA Group Member(s) or PAGA Group 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 within the State of California who performed work for Defendant at any time during the PAGA period.

8. The Court finds that the Court-approved Notice of Class Action Settlement (“Class Notice”) that was 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 seek exclusion 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.

9. 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

1 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
2 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
3 arms-length negotiations between the parties. In so finding, the Court has considered all of the
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
5 expense, and complexity of pursuing the claims presented; the likely duration of further
6 litigation; the amount offered in the Settlement; the extent of investigation and discovery
7 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
8 including the monetary allocations and payments, appear within the range of reasonableness,
9 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
10 against the probable outcome of further litigation relating to certification, liability, and damages
11 issues. The Court has further considered the absence of any objections by the Class Members to
12 the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in
13 accordance with the Settlement Agreement and the following terms and conditions.

14 10. A full opportunity has been afforded to the Class Members to participate in the
15 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
16 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
17 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
18 Members who did not submit a timely and valid Request for Exclusion from the Class
19 Settlement (“Settlement Class Members”), are bound by the Class Settlement and by this Final
20 Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the
21 Total Settlement Amount, shall fully and finally release and discharge the Released Parties, and
22 each of them, from the Released Class Claims. The Settlement Class Members do not include
23 the following six (6) individuals, who submitted timely and valid Requests for Exclusion as
24 attested to by the Settlement Administrator: Santy Meza, Linda Bevill, Janet Haugen, Diana
25 Woodruff, Maria Venegas, and Mayra Moreno Granados.

26 11. The Court finds that Plaintiff Lolita Galvan has satisfied the prerequisites under
27 PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the
28 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(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of \$213,750.00 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 Amount as follows: the amount of \$160,312.50 to the LWDA ("LWDA Payment"), and the amount of \$53,437.50 to the PAGA Group Members ("The PAGA Group Member Amount), in accordance with the terms and methodology set forth in the Agreement.

12. The Court determines that, Plaintiff Lolita Galvan, and the State of California (with respect to PAGA Group Members), 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 and finally release and discharge the Released Parties, and each of them, from the Released PAGA Claims.

13. The Court hereby directs that the Settlement be affected 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 \$28,000.00 to Simpluris, Inc. ("Simpluris" 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. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of \$28,000.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. The Court finds that the Class Representative Enhancement Award in the amount of \$15,000.00 to Plaintiff Lolita Galvan is fair and reasonable and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$15,000.00 to

1 Plaintiff Lolita Galvan for her Class Representative Enhancement Award, according to the
2 terms set forth in the Settlement Agreement.

3 16. The Court finds that attorneys' fees in the amount of thirty-five percent (35%) of
4 the Total Settlement Amount (i.e. \$1,496,250.00) to Class Counsel falls within the range of
5 reasonableness and that the results achieved justify the award sought, and is hereby approved.
6 It is hereby ordered that the Settlement Administrator issue payment in the amount of thirty-five
7 percent (35%) of the Total Settlement Amount (i.e. \$1,496,250.00) to Class Counsel for
8 attorneys' fees, in accordance with the terms and methodology set forth in the Settlement
9 Agreement.

10 17. The Court finds that reimbursement of litigation costs and expenses in the
11 amount of up to \$15,000.00 to Class Counsel is reasonable, and hereby approved. Class Counsel
12 has incurred expenses in the amount of \$9,350.46 in litigation costs and expenses, which is
13 within the allocated amount. It is hereby ordered that the Settlement Administrator issue
14 payment in the amount of \$9,350.46 to Class Counsel for reimbursement of litigation costs and
15 expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

16 18. Within fifteen (15) calendar days after the Effective Date, the Settlement
17 Administrator will provide the Parties with an accounting estimate of the amounts to be paid by
18 Defendants pursuant to the terms of the Settlement and establish a qualified settlement account
19 for administration of the Settlement. It is hereby ordered that within thirty (30) calendar days
20 after the Effective Date, Defendant shall deposit the half (1/2) of the Total Settlement Amount
21 (i.e., \$2,17,500.00) into a settlement account established by the Settlement Administrator ("First
22 Installment") thirty (30) calendar days after Final Approval. Within one (1) year after payment
23 of the First Installment, Defendant will make a deposit of the remaining one-half (1/2) of the
24 Total Settlement Amount (i.e., \$2,137,500.00) plus an amount sufficient for Employer's Taxes
25 into a settlement account established by the Settlement Administrator ("Second Installment").
26 Within seven (7) calendar days of full funding of the Total Settlement Amount and an amount
27 sufficient for Employer Taxes, the Settlement Administrator will issue payments due under the
28 Settlement and approved by the Court as follows: Individual Settlement Payments to Settlement

1 Class Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA
2 Payment to the State of California; (d) Class Representative Enhance Award to Plaintiff; (e)
3 Attorney's Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to itself
4 (the Settlement Administrator). The Settlement Administrator will also undertake filings and
5 remittances in connection with the employee's share of taxes on the wages portion of Individual
6 Settlement Shares and the Employer Taxes, that are necessary for administration of the
7 Settlement.

8 19. Each check issued to a Settlement Class Member and/or PAGA Group Member
9 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
10 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
11 and after this time period, the check(s) shall be canceled. The envelope transmitting the
12 settlement checks must state "YOUR CLASS ACTION SETTLEMENT CHECK IS
13 ENCLOSED." The administrator must send a follow up post card to any individual who does
14 not cash their check within sixty (60) days after initial mailing. With respect to those Class
15 Members who are current employees of Defendant, if the distribution of funds mailed to those
16 employees is returned to the Settlement Administrator as undeliverable, and the Settlement
17 Administrator is unable to locate a valid mailing address, then the Settlement Administrator
18 shall arrange with the Defendant to have those distributions delivered to those employees at
19 their place of employment with Defendant.

20 20. The leftover funds associated with checks issued to Settlement Class Members
21 and PAGA Group Members, after the checks have been canceled, shall be transmitted to the
22 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
23 California Civil Code §1500 *et seq.*, in the names of and for the benefit of those Settlement
24 Class Members and/or PAGA Group Members. All Settlement Class Members shall be bound
25 by the terms and conditions of the Class Settlement regardless of whether or not they cash or
26 otherwise negotiate their Individual Settlement Payment checks. All PAGA Group Members
27 shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or
28 not they cash or otherwise negotiate their Individual PAGA Payment checks.

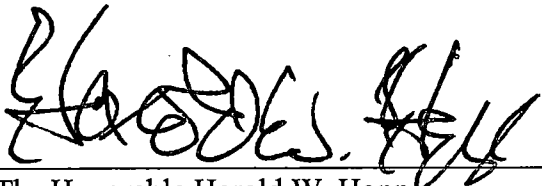
1 21. After entry of this Final Approval Order and Judgment, pursuant to California
2 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
3 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
4 Approval Order and Judgment,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

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

11 23. A Final Compliance Hearing is set for October 22, 2026, at 8:30 a.m. in
12 Department 1. Class Counsel shall submit the Settlement Administrator's accounting report
13 regarding the status of the funding and disbursement of the Settlement at least five (5) court days
14 prior to the Final Compliance Hearing.

15 **IT IS SO ORDERED.**

16 DATE: 12/24/25
17


The Honorable Harold W. Hopp
Judge of the Riverside County Superior Court
of California

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On December 30, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

William M. Betley
April Szabo

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

3880 Lemon Street, Suite 350
Riverside, California 92501 -3667

Service Emails: wbetley@aalrr.com; april.szabo@aalrr.com; Geronimo.Gonzalez@aalrr.com; KSword@aalrr.com

Attorneys for Defendant Inland Respite, Inc.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 30, 2025, at Glendale, California.



Geoffrey Varas