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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CRISTAL VELAZQUEZ, individually, on behalf of all others similarly situated,

Plaintiff,

v.

CASA PACIFICA ADHC LLC, a California limited liability company; J GELT CORPORATION, a California corporation; CASA PACIFICA ADULT DAY HEALTH CARE CENTER, an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CU022011C

[Assigned for All Purposes to the Honorable Blaine K. Bowman, Dept. C-74]

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

Final Approval Hearing:
Date: December 18, 2026
Time: 8:30 a.m.
Dept.: C-74

Action Filed: November 12, 2024
FAC Filed: April 21, 2025
Trial Date: Not set

Plaintiff Cristal Velazquez's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on December 18, 2026, at 8:30 a.m., in Department C-74 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, CA 92101. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant J Gelt Corporation Inc. ("Defendant") (Plaintiff and Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of John G. Yslas in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**. On July 17, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on July 17, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> any and all non-exempt hourly employees who worked for Defendant in California at any time from November 12, 2020, through November 9, 2025, and who have not released any and all claims against Defendant in any individual settlement or severance agreement ("Class Members").

3. "Class Period" means the period from November 12, 2020 through November 9, 2025.

4. The Court appoints Plaintiff Cristal Velazquez as Class Representative for

settlement purposes only.

5. The Court appoints John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and Giancarlo A. Recinos of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

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

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. Defendant shall have fourteen (14) days after Judgment is entered by the Court if there are no objections to the Settlement, or sixty (60) days after Judgment is entered by the Court if there are any objections to the Settlement, to deposit $200,000.00 with the Administrator in an interest-bearing escrow account, and any Employer share of payroll taxes.

14. Within fourteen (14) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. The "Effective Date" is defined as the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (b) the Judgment is final. The Judgment is final the later of the following: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Settlement and intervene in the action, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

16. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff Cristal Velazquez in the amount of $10,000.00.

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $10,000.00 with the LWDA to receive 65% ($6,500.00), and the remaining 35% ($3,500.00) to be distributed to Aggrieved Employees, defined as all non-exempt hourly employees who worked for Defendant in California from February 13, 2024, through November 9, 2025. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $70,000.00, and the reimbursement of litigation costs in the amount of $15,122.18. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $4,490.00 to the Administrator, Apex Class Action Administration.

20. Individual Settlement Payment checks and Individual PAGA Payment checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

21. Effective the earlier of the date when Court enters Judgment, or on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:

(a) Released by Class Members: "Each Class Member who does not opt out of the settlement shall be deemed to release the Released Parties from any and all claims, known or unknown, that: were asserted in any and all of the complaints in the Action and any of Plaintiffs' letters to the LWDA (including any amended complaints or letters); and/or any and all claims, that could have been asserted based on the factual allegations in all of the complaints in the Action and any of Plaintiffs' (or the former representative's) letters to the LWDA (including any amended complaints or letters). This includes but is not limited to claims for or related to failure to pay minimum and straight time wages under California law; failure to pay overtime wages under California law; failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay all wages upon termination; failure to provide accurate

itemized wage statements; failure to indemnify employees for expenditures; unfair business practices; any unpaid wages or compensation related to any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or civil penalties, related to any or all of the foregoing. This release includes, but is not limited to, any and all claims pursuant to: California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; Business & Professions Code §§ 17200, *et seq.*; and applicable Industrial Welfare Commission Wage Order. The release shall run through the Release Date."

(b) Release by PAGA Representative Action Members: "Each PAGA Representative Action Member, irrespective whether opting out of the settlement as a Non-Participating Class Member, shall be deemed to release the Released Parties from any and all claims known or unknown, for civil penalties under Labor Code section 2698 et seq. (PAGA) that: were asserted in any and/or all of the complaints in the Action and any of Plaintiffs' (or the former representative's) letter to the LWDA (including any amended complaints or letters); and any and all claims, that could have been asserted based on any or all the factual allegations in any and all of the complaints in the Action and any of Plaintiffs' letters to the LWDA (including any amended complaints or letters). This release includes, but is not limited to, claims for, or related to, PAGA civil penalties premised on: Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802; failure to pay minimum and straight time wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay all wages upon termination; failure to provide accurate itemized wage statements; and failure to indemnify employees for expenditures. The release shall run through the Release Date."

22. "Released Parties" means Defendant J GELT CORPORATION, INC., and all present, former, or future parent companies, subsidiaries, divisions, trusts, predecessors, successors, assigns, joint venture and/or corporations; each of the foregoing's present, former or future: owners, officers, directors, shareholders, managers, members, administrators, shareholders,

partners, companies, employees, insurers, successors, predecessors, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the forgoing entities or individuals.

23. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

25. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

27. A Settlement Compliance Hearing is set for _____, at _____a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department C-74 of the above-captioned Court.

28. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE BLAINE K. BOWMAN
JUDGE OF THE SUPERIOR COURT