

FILED
San Diego Superior Court

JUL 17 2026

Clerk of the Superior Court
By: K. Mulligan, Deputy

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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] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: July 17, 2026

Time: 8:30 a.m.

Dept.: C-74

Action Filed: November 12, 2024

FAC Filed: April 21, 2025

Trial Date: Not set

1 Having reviewed Motion for Preliminary Approval of the Class Action and Labor Code
2 Private Attorneys General Act of 2004 (“PAGA”) Settlement (“Motion”) entered into by Plaintiff
3 Cristal Velazquez’s (“Plaintiff”) and Defendant J Gelt Corporation d/b/a Casa Pacifica Adult Day
4 Health Care Center (“Defendant,” and together with Plaintiff the “Parties”), the documents filed in
5 support of the Motion, and the Class Action and PAGA Settlement Agreement (“Settlement
6 Agreement”) itself, and good cause appearing, the Court GRANTS the Motion and finds and orders
7 as follows:

8 1. The Court finds on a preliminary basis that the terms of the Settlement Agreement
9 appear to be within the range of possible approval. The Court finds on a preliminary basis that:
10 (1) the Settlement Agreement is fair, just, reasonable, and adequate to the Class Members when
11 balanced against the probable outcome of further litigation relating to class certification,
12 liability and damages issues, and potential appeals; (2) significant informal discovery,
13 investigation, research, and litigation have been conducted such that counsel for the Parties at
14 this time are able to reasonably evaluate their respective positions; (3) settlement at this time
15 will avoid substantial costs, delay, and risks that would be presented by the further prosecution
16 of the litigation; and (4) the proposed Settlement Agreement has been reached as the result of
17 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a
18 well-respected class action and PAGA mediator. Accordingly, the Court preliminarily finds that
19 the Settlement Agreement was entered into in good faith. A true and correct copy of the
20 Settlement Agreement is attached as **Exhibit 2** to the Declaration of John G. Yslas filed in
21 support of Plaintiff’s Motion.

22 2. For settlement purposes, the Court provisionally certifies the class, defined as:
23 any and all non-exempt hourly employees who worked for Defendant in California at any time from
24 November 12, 2020, through November 9, 2025 (the “Class Period”), and who have not released any
25 and all claims against Defendant in any individual settlement or severance agreement (with each
26 such person referred to individually as a “Class Member” and all such persons referred to
27 collectively as the “Class Members”).

28 3. “Aggrieved Employees” means any and all non-exempt hourly employees who

1 worked for Defendant in California at any time from February 13, 2024, through November 9, 2025
2 (the "PAGA Period").

3 4. The Court finds, for settlement purposes only, that the Settlement class meets the
4 requirements for certification under Code of Civil Procedure section 382 because: (1) the Class
5 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that
6 are common, or of general interest, to all Class Members, which predominate over individual
7 issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and
8 Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a
9 class action is superior to other available methods for the fair and efficient adjudication of the
10 controversy.

11 5. The Court appoints Plaintiff as Class Representative, for settlement purposes
12 only. The Court further preliminarily permits Plaintiff's to request payment of the
13 Representative Service Award listed below in the final approval motion.

14 6. The Court appoints, for settlement purposes only, John G. Yslas, Arrash T. Fattahi,
15 Arman A. Salehi, and Alan Wilcox of Wilshire Law Firm, PLC as "Class Counsel". The Court
16 further preliminarily permits Class Counsel to request payment of the attorneys' fees and costs
17 listed below in the final approval motion.

18 7. The Court appoints APEX Class Action Administration as the "Administrator"
19 and permits Plaintiff to request payment of the Administration Expenses Payment listed below
20 in the final approval motion.

21 8. The Settlement falls within the range of reasonableness of a settlement which
22 could ultimately be given final approval by this Court, and appears to be presumptively valid,
23 subject only to any objections that may be raised at the final approval hearing and final approval
24 by this Court. The Court notes that Defendant has agreed to create a non-reversionary common
25 fund of \$200,000.00 (the "Gross Settlement Amount") to cover payments to Class Members
26 who do not validly opt out, Aggrieved Employees, and the Labor and Workforce Development
27 Agency ("LWDA") pursuant to PAGA as follows:

Gross Settlement Amount:	Currently \$200,000.00 (subject to Section 9
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	of the Settlement Agreement)
Representative Service Award to Plaintiff:	Not to exceed \$10,000.00
Payment to the LWDA (65%):	\$6,500.00
Payments to Aggrieved Employees (35%):	\$3,500.00
Class Counsel's Attorneys' Fees (35% of the Gross Settlement Amount):	Currently \$70,000.00 (subject to Section 9 of the Settlement Agreement)
Class Counsel's Costs:	Not to exceed \$20,000.00
Administration Expenses Payment to the Administrator:	Not to exceed \$4,490.00
Estimated Net Settlement Amount to the Class Members:	\$85,510.00

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

10. The Parties and the Administrator are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

11. Any Class Member who does not timely and validly request exclusion from the Settlement Agreement may object to the Settlement Agreement.

12. A final approval hearing on the question of whether the proposed Settlement, Agreement, attorneys' fees and costs to Class Counsel, payment to the LWDA and Aggrieved Employees for their share of the settlement of claims for penalties under PAGA, and the Representative Service Award should be finally approved as fair, reasonable and adequate as to the Class Members is hereby set in accordance with the following Implementation Schedule:

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Event	Timing
Class Data: Last day for Defendant to provide Class Data to the Administrator	No later than 15 days after the date of this Order
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	No later than 14 days after the Administrator's receipt of the Class Data
Response Deadline: Last day for Class Members to submit Requests for Exclusion, Objections to the Settlement, and challenges to Workweeks and/or Pay Periods	45 days after Class Notice is mailed out by the Administrator (with an additional 14 days for Class Members whose Class Notice is returned and re-mailed)
Filing Deadline: Last day to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Class Representative Service Payment to Plaintiff	16 court days before the Final Approval Hearing
Final Approval Hearing	<u>December 18, 2026</u> , at <u>8:30 AM</u> a.m./p.m. in Dept. C-74 of the above-referenced Court (the Parties propose on or after November 27, 2026, at the Court's earliest convenience). The Court may reschedule this hearing.

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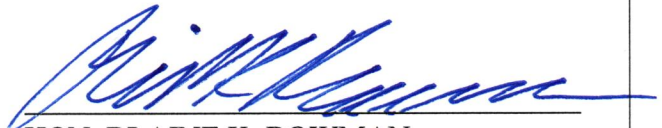
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1 13. The Court further ORDERS that, pending further order of this Court, all proceedings
2 in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 14. _____
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7 **IT IS SO ORDERED.**

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9 DATED: 7-17-26

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11 HON. BLAINE K. BOWMAN
12 JUDGE OF THE SUPERIOR COURT
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