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Attorneys for Plaintiff

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]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF 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

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiff Cristal Velazquez (“Plaintiff”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. On November 12, 2024, Plaintiff filed this putative class action against Defendant J Gelt Corporation (“Defendant”) alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices (“Class Action”).

4. On February 13, 2025, Plaintiff provided written notice to the LWDA and Defendant the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support. A true and correct copy of Plaintiff’s February 13, 2025 letter to Defendant and the LWDA is attached hereto as **Exhibit 1**. The LWDA did not notify Plaintiff that intended to investigate within 65 days of this written notice. Therefore, on April 21, 2025, Plaintiff filed a First Amended Complaint in this Class Action adding a cause of action for civil penalties under PAGA.

5. On September 25, 2025, the Parties subsequently participated in a private full-day mediation with Jeffrey Fuchsman. The negotiations were adversarial, conducted at arm’s length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator made a proposal, which was accepted by the Parties.

6. The parties negotiated the terms of the Settlement over the next several months, which was finalized on February 2, 2026. A true and correct copy of the Parties’ fully executed Class Action

1 and PAGA Settlement Agreement is attached hereto as **Exhibit 2**. Attached thereto as **Exhibit A** is
2 a true and correct copy of the Parties' proposed Class Notice.

3 7. On June 16, 2026, Plaintiff submitted a copy of the Settlement Agreement to the
4 LWDA. A true and correct copy of the confirmation of submission my office received after
5 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

6 **Investigation and Exposure Analysis**

7 8. Prior to attending mediation, Plaintiff's Counsel thoroughly investigated the claims,
8 applicable law, and potential defenses. Plaintiff's Counsel assessed the value to the class claims using
9 the data and documents that Defendant produced in informal discovery, including class data
10 providing the number of Class Members, the number of workweeks in the Class Period, and the
11 number of pay periods in the PAGA Period, Plaintiff's personnel file/documents concerning
12 Plaintiff, Defendant's employee handbook(s), Defendant's written wage-and-hour policies, job
13 descriptions, and a random sampling of time and payroll records. Plaintiff's Counsel engaged an
14 expert consultant to quantify the potential exposure using the time and payroll records, and then
15 assessed the risks associated with each claim meriting reductions in the likely success at class
16 certification and likely recovery at trial.

17 9. Defendant's records show that there are approximately 84 Class Members, making
18 joinder of all Class Members impracticable. Further, given the size and amount of each Class
19 Members' claim, Class Members have little incentive to litigate their claims on an individual basis
20 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
21 outweigh any potential recovery.

22 10. Plaintiff has alleged that Defendant maintained common employment policies and/or
23 practices that unlawfully deprived Class Members of wages, meal period, rest periods,
24 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
25 separation of employment. These allegations present common factual and legal questions of, *inter*
26 *alia*, whether Defendant applied the same scheduling, timekeeping, pay, meal period, rest period,
27 and reimbursement policies to all Class Members, whether these policies and practices resulted in
28 Labor Code violations, whether Defendant's conduct was intentional, and whether Class Members

are entitled to damages and/or penalties. These common questions could be resolved using Class Members' time records, payroll records, testimony from Defendant's designated representative(s), and Class Members' testimony.

11. Although the exposure Plaintiff's Counsel calculated is substantial, the various risks at succeeding at class certification and through trial affected the valuation of the claims for settlement purposes.

12. Minimum and Overtime Wages: Plaintiff's unpaid minimum and overtime wage claims were based on the allegation that Defendant required Class Members to perform work duties while off the clock, without compensation. For example, Plaintiff alleged that Defendant required her and other Class Members to complete pre-shift work, post-shift work, and work during unpaid meal periods. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendant is liable for one (1) hour of unpaid worktime per workweek. This results in potential exposure for this claim of approximately \$225,551.52 (7,664 Workweeks $\times$ \$19.62 average hourly rate of pay $\times$ 1 hour per Workweek $\times$ 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendant's time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiff's Counsel applied a risk discount based on a 40% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$36,088.24 (\$225,551.52 $\times$ 40% $\times$ 40%).

13. Meal Periods: Plaintiff's meal period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant meal periods or pay meal period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required her and other Class Members to not take off-duty meal periods. Additionally, Plaintiff's Counsel's expert consultant determined there was a 30.9% meal period violation rate from the sampling of Defendant's time and payroll records, where meal periods were short, late, or missed. Therefore, potential liability for the meal period claim is approximately \$137,632.69 (22,702 shifts over 5

hours $\times$ \$19.62 average hourly rate $\times$ 30.9% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit and that a 30.9% violation rate is unrealistic, Plaintiff's Counsel discounted this figure based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$27,526.54 ($\$137,632.69 \times 50\% \times 40\%$).

14. Rest Periods: Plaintiff's rest period claim was based on the allegation that Defendant failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiff alleged that Defendant required her and other Class Members to not take any rest breaks per workday though they were so entitled. Based on Plaintiff's allegations and Plaintiff's and other Class Members' experience working for Defendant, Plaintiff's Counsel applied a 100% violation rate to all qualifying shifts during the Class Period. Therefore, Defendant's potential liability for the rest period claim is approximately \$549,379.62 (28,001 shifts of 3.5 hours or longer $\times$ \$19.62 average hourly rate $\times$ 100% violation rate). However, Plaintiff's Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, Plaintiff's Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 20% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$32,962.78 ($\$549,379.62 \times 30\% \times 20\%$).

15. Reimbursements: Plaintiff's reimbursement claim was based on the allegation that Defendant failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendant, such as mandatory use of personal cell phones for work purposes and purchasing scrubs for work-related purposes. For purposes of calculating Defendant's liability based on a best-case scenario for Plaintiff and the Class, Plaintiff's Counsel estimated that Defendant was liable to each Class Member for an average of \$3.00 per Workweek in unreimbursed expenses, for a total amount of approximately \$22,992.00 ($\$3.00$ per Workweek $\times$ 7,664 Workweeks). However, Defendant argued that these expenses were not required by

Defendant, and that it could not have known that these expenses were being incurred. Accordingly, Plaintiff's Counsel discounted this claim based on a 30% chance of succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$2,069.28 ($\$22,992.00 \times 30\% \times 30\%$).

16. In sum, Plaintiff's Counsel estimated that Plaintiff's maximum recovery for the off-the-clock and overtime claim, meal period violations, and rest period violations (i.e., the wage claims) is approximately \$935,555.83 ($\$225,551.52 + \$137,632.69 + \$549,379.62 + \$22,992.00$). However, after factoring in the risk and uncertainty of prevailing at certification and trial, Plaintiff's Counsel estimates that Plaintiff's realistic estimated recovery for these non-penalty wage claims is approximately \$98,646.84 ($\$36,088.24 + \$27,526.54 + \$32,962.78 + \$2,069.28$).

17. Derivative Penalties: Plaintiff alleged that as a result of Defendant's failure to pay all wages owed, Defendant owed waiting time penalties and wage statement penalties. With respect to Plaintiff's derivative claims for statutory penalties, Plaintiff's Counsel estimated that Defendant's realistic potential liability is approximately \$23,935.08. Defendant's maximum potential liability for waiting time penalties is approximately \$223,668.00 ($[40 \text{ employees} \times \$19.62 \text{ average hourly rate of pay} \times 8.00 \text{ hours per day} \times 30 \text{ days}] + [40 \text{ employees} \times \$19.62 \text{ average hourly rate of pay} \times 1.0 \text{ hours of overtime per day} \times 1.5 \text{ overtime rate} \times 30 \text{ days}]$) based on approximately 40 formerly employed Class Members during the 3-year statute of limitations period and an average shift length of 9.0 hours. Defendant's maximum potential liability for inaccurate wage statements is approximately \$175,250.00 ($[61 \text{ employees} \times 1 \text{ initial violation per employee} \times \$50 \text{ for an initial violation}] + [(1,783 \text{ pay periods} - 61 \text{ initial violations}) \times \$100 \text{ for each subsequent violation}]$) based on approximately 61 Class Members who worked during the 1-year statute of limitations period and approximately 1,783 pay periods in that statutory timeframe. In light of the foregoing, Plaintiff's Counsel believes that it would be unrealistic to expect the Court to award the full \$398,918.00 ($\$223,668.00 + \$175,250.00$) in statutory penalties given Defendant's defenses, the contested nature of Plaintiff's claims, the challenges of establishing willfulness as applicable, and the discretionary nature of penalties. Considering that the underlying wage claims are realistically estimated to be approximately \$98,646.84, such a disproportionate

award would also raise due process concerns. As such, Plaintiff's counsel discounted these figures to account for the risk and uncertainty of obtaining class certification and prevailing at trial, resulting in a realistic evaluation of approximately \$13,420.08 for waiting time penalty claims ($\$223,668.00 \times 30\% \times 20\%$), and approximately \$10,515.00 for wage statement penalty claims ($\$175,250.00 \times 30\% \times 20\%$), or approximately \$23,935.08 total for statutory penalties ($\$13,420.08 + \$10,515.00$).

18. PAGA: For the PAGA claim, Plaintiff's Counsel determined that Defendant's potential exposure could potentially reach \$178,300.00, assuming the initial \$100 penalty would apply for each of the 1,783 pay periods in the PAGA Period. However, even assuming success on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of reasons, including where to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory. As such, Plaintiff's counsel discounted this figure to account for the risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately \$17,830.00 for PAGA penalties ($\$178,300.00 \times 10\%$). The settlement allocates \$10,000.00 of the Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 5% of the Gross Settlement Amount and approximately 56% of the realistic maximum damages for PAGA penalties ($\$10,000.00 \div \$17,830.00$).

19. Using these estimated figures, Plaintiff's Counsel predicted that the realistic maximum recovery for all claims, including penalties, would be approximately \$140,411.92 ($\$98,646.84 + \$23,935.08 + \$17,830.00$). This means that the Gross Settlement Amount represents approximately 142% of the realistic maximum recovery ($\$200,000.00 \div \$140,411.92$). Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

20. Based on the figures in the Settlement Agreement, the Net Settlement Amount available for class settlement payments is currently estimated to be \$85,510.00 for approximately 84 Class Members. As a result, each Settlement Class Member would be eligible to receive an average net benefit of approximately \$1,017.98. Based on the estimated Net Settlement Amount

1 available for individual class payments and there being approximately 7,664 Workweeks in the
2 Class Period, the estimated per Workweek valuation for Individual Class Payments is \$11.16
3 (\$85,510.00 ÷ 7,664 Workweeks).

4 **Plaintiff's Counsel's Qualifications**

5 21. Plaintiff is represented by WLF. The attorneys at WLF performed significant work
6 and expended litigation costs in prosecuting this matter with no guarantee of payment.

7 22. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
8 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
9 employees. WLF is actively and continuously practicing in employment litigation, representing
10 employees in both individual and class actions in both state and federal courts throughout California.

11 23. WLF is qualified to handle this Litigation because its attorneys are experienced in
12 litigating Labor Code violations in individual, class action, and representative action cases. WLF
13 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
14 class actions involving consumer rights and data privacy litigation.

15 24. I graduated from the University of California, Santa Barbara with High Honors in
16 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
17 School in 1996.

18 25. Upon graduating from law school in 1996, I worked for a boutique law firm practicing
19 general litigation which included employment law matters. Since 2000 (that is, the last 25 years) my
20 practice has been exclusively focused on labor and employment matters including handling wage
21 and hour class, collective and representative actions (including the California Private Attorneys
22 General Act, or "PAGA"), including in the international law firms of Morgan, Lewis & Bockius LLP
23 (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice
24 Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and
25 Seyfarth Shaw LLP (where I was a partner and member of the Wage and Hour Practice Group).
26 During my time at these law firms, I was the primary attorney or took a major leading role in
27 defending employers on numerous wage and hour class, collective and representative actions.

28 26. In late June 2022 I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law

1 Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class
2 and representative actions litigating such matters on behalf of plaintiff employees in numerous
3 Superior Courts and District Courts. From matters representing both plaintiffs and defendants, I have
4 successfully mediated the resolution of many wage and hour class, collective, and representative
5 actions. Just since starting to settle cases in late April 2023 I have already successfully mediated
6 matters in which I have been counsel or co-counsel resulting in **well over \$265 million** in settlements
7 and verdicts which are in the process of being finalized, and with numerous upcoming mediations
8 scheduled. In those and numerous other matters, I have managed and assisted with the litigation and
9 settlement of many wage and hour PAGA and class actions. In those actions, I performed similar
10 tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed
11 in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores*
12 *v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after
13 verdict).

14 27. I have received numerous awards for my legal work. For example, from 2015 to 2018,
15 I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters). I have
16 also served on numerous prominent boards and in other leadership positions, including serving as
17 Southern California Regional President for the Hispanic National Bar Association and on the board
18 of directors of the Mexican American Bar Foundation. I also previously served on the 5-member Los
19 Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of
20 Los Angeles.

21 28. I have also published numerous blogs on labor and employment issues including on
22 wage and hour issues. For example, I published “Headline News: Wal-Mart v. Dukes-Impact on
23 Class Action Litigation” (while a partner with Foley & Lardner LLP) and “Are You Really Protected
24 From Wage-and-Hour Successor Liability in an Asset Purchase” (while a partner with Seyfarth Shaw
25 LLP). I have also been a presenter at numerous conferences, including being a presenter involving
26 the “Employment Law Update” at a National Employment Law Council conference.

27 29. Arrash T. Fattahi graduated from the University of California, Los Angeles with a
28 Bachelor of Arts in Political Science, summa cum laude. He received his Juris Doctor from The

George Washington University Law School. During law school, he was a member of the student editorial board for the Federal Circuit Bar Journal.

30. Mr. Fattahi's practice is focused on advocating for the rights of consumers and employees in class action litigation. He is currently the managing attorney in charge of litigating several class action cases in state and federal courts in California.

31. As the attorney responsible for day-to-day management of this matter at the Wilshire Law Firm, PLC, Mr. Fattahi has over five years of experience litigating wage and hour class actions. Over the past five plus years, Mr. Fattahi has managed and assisted with the litigation and settlement of several wage and hour class actions. In those class actions, he performed similar tasks as those performed in the course of prosecuting this action.

32. Mr. Fattahi was selected as a "Southern California Rising Star" in 2025 and 2026.

33. Below is a non-exhaustive list of the cases where he has been appointed as class counsel in his own right (as opposed to being part of a firmwide appointment of counsel):

- a. Kingsbury v. Caravan Foods II, Inc., Alameda County Superior Court, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- b. Frias-Estrada v. Trek Retail Corporation, Contra Costa County Superior Court, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- c. Reyes v. Everytable, PBC, et al., Los Angeles County Superior Court, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- d. Ortiz v. Tara Materials, Inc., San Diego County Superior Court, Case No. 37- 2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- e. Cruz-Sanchez v. Eagle Lath & Plaster, Inc., Sacramento County Superior Court, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- f. Garduno v. New Generation Framing, Inc., et al., Stanislaus County Superior Court, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- g. Hernandez, et al. v. Burford Farming Company, Inc., Fresno County Superior Court, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.

- h. Barajas v. Final Phase Construction, Inc., San Bernardino County Superior Court, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- i. Jaimes, et al. v. Infiniti Health LLC, Los Angeles County Superior Court, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- j. Nunez v. Gabriel Container, Los Angeles County Superior Court, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- k. Lupercio v. Western CNC, Inc., San Diego County Superior Court, Case No. 37-2021-00010314-CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- l. Jackson, et al. v. Apple Valley Communications, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- m. Cuadras, et al. v. Guinn Corporation, Kern County Superior Court, Case No. BCV-21-101520; Motion for Final Approval granted on February 22, 2024.
- n. Williams v. Total Longterm Care, Inc., et al., San Bernardino County Superior Court, Case No. CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- o. Meza v. Argus Management Company, LLC, et al., Los Angeles County Superior Court, Case No. 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- p. Wade v. Mallory Safety and Supply LLC, Siskiyou County Superior Court, Case No. 23CV00951; Motion for Final Approval granted on July 11, 2024.
- q. Snell v. Shasta Community Health Center, Shasta County Superior Court, Case No. CVCV22-199416; Motion for Final Approval granted on November 12, 2024.
- r. Arce v. Sammy's Woodfired Pizza, San Diego County Superior Court, Case No. 37-2023-00037670-CU-OE-CTL; Motion for Final Approval granted on January 10, 2025.
- s. Ochoa, et al. v. La Tavola, LLC, Napa County Superior Court, Case No. 22CV000862; Motion for Final Approval granted on January 23, 2025.

- t. Brown, et al. v. Fidelity Security Services, Inc., Los Angeles County Superior Court, Case No. 21STCV31617; Motion for Final Approval granted on January 28, 2025.
- u. Torres v. Lupton Excavation, Inc., Sacramento County Superior Court, Case No. 34-2022-00317401-CU-OE-GDS; Motion for Final Approval granted on April 18, 2025.
- v. Peterson v. PJ Printers, Orange County Superior Court, Case No. 30-2022- 01247546-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- w. Harris v. D&D Gear Incorporated dba Absolute Technologies, Inc., Orange County Superior Court, Case No. 30-2021-01222330-CU-OE-CTL; Motion for Final Approval granted on April 25, 2025.
- x. Guarista, et al. v. Urologic Institute of the High Desert, Inc., San Bernardino County Superior Court, Case No. CIVSB2125029; Motion for Final Approval granted on June 17, 2025.
- y. Carbajal v. Mattco Forge, Inc., Los Angeles County Superior Court, Case No. 23STCV12264; Motion for Final Approval granted on July 28, 2025.
- z. Martinez v. Corticare, Inc., San Diego County Superior Court, Case No. 37- 2023-00055906-CU-OE-CTL; Motion for Final Approval granted on November 21, 2025.

34. Alan Wilcox is a Senior Attorney at WLF. He graduated from the University of California, Berkeley in 2007, and graduated from Pepperdine University's School of Law and became a member of the California State Bar in 2012. Throughout his career, Alan has represented clients in both state and federal Courts in a wide variety of matters, including contract disputes, wrongful foreclosure, unlawful detainer, divorce, product defect, tort, and employment matters. From 2014 to the present, he has exclusively practiced complex civil litigation representing plaintiff employees in employment matters. He has handled both individual wrongful discharge and collective wage and hour actions, with the class action and PAGA matters including Flores v. Aqua Terra Culinary, Inc., Monterey Superior Court Case No. 17CV002672, Garcia v. Construction Innovations Group, LLC, Sacramento Superior Court Case No. 34-2020-00285239, Kim v. Sheraton Operating Corp., Central District of California Case No. 2:17-cv-09247-FMO-E, Pease v. Wattrans, Inc., San Bernardino Superior Court Case No. CIVDS1919832, and Lachman v. Berlitz Languages,

1 Inc., Los Angeles Superior Court Case No. 19STCV01533, among others.

2 35. Arman A. Salehi ("Mr. Salehi") is a third-year Associate Attorney at Wilshire Law
3 Firm, PLC. He was admitted to practice law in the State of California in 2023. Mr. Salehi graduated
4 from the University of California, Los Angeles, with a Bachelor of Arts in Sociology. He received
5 his Juris Doctor from the University of California College of the Law, San Francisco (formerly
6 known as U.C. Hastings). Since November 2023, Mr. Salehi's practice has mainly been focused on
7 wage and hour class action litigation.

8 **No Conflicts**

9 36. WLF has no actual or potential conflicts of interest with Class Members or the
10 proposed Administrator, Apex Class Action

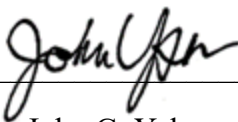
11 37. WLF is not aware of any pending matter or action against Defendant that may be
12 extinguished or adversely affected by this Settlement.

13 **Administrator**

14 38. Plaintiff's Counsel sought bids from multiple potential administrators to administer
15 this Settlement. The Parties selected the bid with the lowest cost, which was from APEX Class Action
16 Administration. A true and correct copy of the bid from APEX Class Action Administration to
17 administer this Settlement is attached hereto as **Exhibit 4**.

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

20 Executed on June 24, 2026 at Los Angeles, California.

21
22 

23 John G. Yslas

Exhibit 1

WILSHIRE LAW FIRM, PLC

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Los Angeles, CA 90010
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Fax: (213) 381-9989
wilshirelawfirm.com



Sean Paisan, Esq.
John Yslas, Esq.
Molly Desario, Esq.
Stephanie Mazepa, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

February 13, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

J Gelt Corporation
1424 30th Street, Ste. C
San Diego, CA 91344-1069
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2651 53

Registered Agents Inc.
Agent for Service of Process for:
J Gelt Corporation
30 N. Gould Street, Ste. R
Sheridan, WY 82801-6317
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2651 60

J Gelt Corporation
1401 21st Street, Ste. R
Sacramento, CA 95811-5226
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2651 77

Registered Agents Inc.
Agent for Service of Process for:
J Gelt Corporation
1401 21st Street, Ste. R
Sacramento, CA 95811-5226
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2651 84

Casa Pacifica Adult Day Health Care Center
1424 30th Street, Ste. C
San Diego, CA 91344-1069
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6620 2651 91

Re: ***Cristal Velazquez v. J Gelt Corporation, et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Cristal Velazquez (“Plaintiff”) to pursue a Labor Code Private Attorneys General Act (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Plaintiff’s former employers J Gelt Corporation and Casa Pacifica Adult Day Health Care Center (collectively referred to as “Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiff and all of Defendants’ Aggrieved Employees.

Plaintiff wishes to pursue this action as an aggrieved employee, on behalf of the State of California,

as well as on behalf of all other persons who worked for Defendants in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff’s Employment with Defendants

Defendants own/owned and operates/operated an industry, business, and establishment within the State of California, including San Diego County. As such, and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Plaintiff worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately 2010 to approximately October 2024. During Plaintiff’s employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff’s employment, Defendants: failed to pay for all hours worked (including minimum, straight time, and overtime wages); failed to provide Plaintiff with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); failed to authorize and permit Plaintiff to take rest periods; failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff’s employment; failed to furnish accurate wage statements to Plaintiff; and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff’s experience working for Defendants was typical and illustrative.

Defendants Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the

employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during unpaid meal periods and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

The failure to pay for all hours worked also included a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiffs and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants’ operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiffs and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants’ policy and practice was not to provide

meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on their failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An

employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as “wages earned” and credited as “hours worked” in wage statements has been a settled issue since at least 2022.

Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendants wrongfully required Plaintiff and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire and use of personal cell phones. Plaintiff and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and/or the Aggrieved Employees for these employment-related expenses.

As a result, Defendants are liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional claims, she reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in the complaint for damages.

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read 'Arrash T. Fattahi', written over a horizontal line.

Arrash T. Fattahi, Esq.

Exhibit 2

Arrash T. Fattahi (SBN 333676)
Arman A. Salehi (SBN 351112)
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Attorneys for Defendant
J GELT CORPORATION dba CASA PACIFICA ADULT
DAY HEALTH CARE CENTER_

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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:
Judge: Blaine K. Bowman
Dept.: C-74

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: November 12, 2024

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between the Parties in the above action, currently pending in the San Diego Superior Court. Plaintiff CRISTAL VELAZQUEZ, on behalf of herself, the Class Members, and the PAGA Aggrieved Employees, and Defendant J GELT CORPORATION dba CASA PACIFICA ADULT DAY HEALTH CARE CENTER are collectively referred to as “Parties” or individually as “Party.”

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1. DEFINITIONS.

1.1. “Action” means the First Amended Complaint filed on April 21, 2025 entitled *Cristal Velazquez v. J Gelt Corporation, et al.*, Case No: 24CU022011C, currently pending in the San Diego Superior Court.

1.2. “Administrator” means APEX Class Action (“APEX”), the neutral entity the Parties have agreed to appoint to administer the Settlement, after obtaining competitive bids.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. The estimate based on approximately 90 class members is not to exceed \$4,490.00.

1.4. “Class Members” means 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.

1.5. “Class Counsel” means Arrash T. Fattahi, and Arman A. Salehi of Wilshire Law Firm, PLC.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, and the Class Member’s total earnings during the Class Period and PAGA Pay Periods.

1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Representative Action Member).

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and

means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as **Exhibit 1** and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from November 12, 2020 through November 9, 2025.

1.12. “Class Representative” means CRISTAL VELAZQUEZ, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Court” means the Superior Court of California, County of San Diego.

1.14. “Defendant” means J GELT CORPORATION, INC.

1.15. “Defense Counsel” means Harvey C. Berger of Berger & Williams, LLP.

1.16. “Effective Date” means 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 objects to the Settlement and intervenes 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.

1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.19. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.20. The total “Gross Settlement Amount” (GSA) is \$200,000.00. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses. Class Counsel Fees and Class Counsel

Expenses include, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing Court approval of this Agreement, and obtaining judgment in the Action.

1.21. “Gross Individual Settlement Payment” is the amount of the money from the Gross Settlement Amount that shall be paid to each Participating Settlement Class Member. The amount shall be determined by the calculations provided in this Agreement in Section 3.2.4.

1.22 “Individual Settlement Payment” means the amount of each Participating Settlement Class Member’s Gross Individual Settlement Payment less employee portions of state and federal withholding taxes, including the employee FICA, FUTA, and SDI contributions and any other payroll deductions required by law as a result of the payment of the amount allocated to such Participating Settlement Class Member under the terms of this Stipulation

1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Allocation calculated according to the number of Pay Periods worked during the PAGA Period.

1.24. “Judgment” means the judgment entered by the Court at Final Approval.

1.25. “LWDA” means the Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. “LWDA PAGA Payment” means the 65% of the PAGA Allocation paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (Defendant’s share of employer taxes will be paid separately). The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

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1 1.29. "PAGA Pay Period" means any pay period during which a PAGA Aggrieved
2 Employee worked for Defendant for at least one (1) day during the PAGA Period.

3 1.30. "PAGA Period" means the period from February 13, 2024 through November 9, 2025.

4 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

5 1.32. "PAGA Notice" means Plaintiff's letter dated February 13, 2025, sent to Defendant
6 and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

7 1.33. "PAGA Penalties" means the PAGA allocation to be paid from the Gross Settlement
8 Amount, allocated 35% to the Aggrieved Employees (\$3,500.00) and the 65% to LWDA
9 (\$6,500.00) in settlement of PAGA.

10 1.34. "Participating Class Member" refers to a Class Member who does not opt out of the
11 class.

12 1.35. "Plaintiff" means CRISTAL VELAZQUEZ, the named plaintiff in the Action.

13 1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of
14 the Settlement.

15 1.37. "Preliminary Approval Order" means the Order Granting Preliminary Approval and
16 Approval of PAGA Settlement.

17 1.38. "Release Date" means November 29, 2025.

18 1.39. "Released Class Claims" means the claims being released as described in Paragraph
19 6.2 below.

20 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph
21 6.2 below.

22 1.41. "Released Parties" means: Defendant J GELT CORPORATION, INC., and all present,
23 former, or future parent companies, subsidiaries, divisions, trusts, predecessors, successors, assigns,
24 joint venture and/or corporations; each of the foregoing's present, former or future: owners,
25 officers, directors, shareholders, managers, members, administrators, shareholders, partners,
26 companies, employees, insurers, successors, predecessors, and managing agents; and any and all
27 agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

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1.42. “Representative Service Award” means the payment to the Class Representative for prosecuting this Action and providing services in support of the Action.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members and may: (a) mail Requests for Exclusion from the Settlement, or (b) mail an Objection to the Settlement.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek” means any week during which a Class Member worked for Defendant for at least one (1) day, during the Class Period.

2. RECITALS.

2.1. Plaintiff Cristal Velazquez filed the original wage and hour class action complaint in San Diego Superior Court on November 12, 2024. Plaintiff filed a First Amended Class & Representative Action Complaint (“FAC”) on April 21, 2025 asserting nine (9) causes of action: 1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1192.2, and 1197); 2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); 3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7 and 512); 4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); 5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); 6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab Code § 226); 7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); 8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and 9. Civil Penalties under PAGA (Cal. Lab. Code § 2698, et seq.)

2.2 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further denies that the Action is appropriate for class treatment for any purpose other than pursuant to this settlement. Defendant contends that it has complied at all times with California and federal law. It is Defendant’s position that, if this case were to be litigated, class certification would be inappropriate because, among other things, Plaintiff is not an adequate class

1 representative, the Plaintiff's claims are not typical of putative class members, and individual issues
2 predominate over class issues.

3 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice
4 to Defendant and the LWDA by sending the PAGA Notice on February 13, 2025.

5 2.4 On September 25, 2025, the Parties participated in a successful mediation presided
6 over by Jeffrey Fuchsman, and with extensive negotiations, the Parties reached this Agreement to
7 settle the Action.

8 2.5. Before mediation, Plaintiff obtained, through informal discovery, a list of all putative
9 class member and/or PAGA aggrieved employees who have worked for Defendant from November
10 8, 2020 through July 26, 2025, with employee numbers as identifiers; Payroll History Reports in
11 Excel format for all putative class members and/or PAGA aggrieved employees for all pay periods
12 from November 8, 2020 through July 26, 2025, with employee numbers as identifiers; Timecard
13 History Reports in Excel format for all putative class members and/or PAGA aggrieved employees
14 for all pay periods from approximately November 2020 through July 2025, with employee numbers
15 as identifiers; the employee handbook in effect during the Class/PAGA Periods; job descriptions of
16 the putative class member and/or PAGA aggrieved employees positions; stand-alone policies
17 provided to non-exempt employees during the Class/PAGA periods; and Plaintiff's personnel file,
18 Payroll History Report, and Timecard History Report. Plaintiff's investigation was sufficient to
19 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
20 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
21 ("*Dunk/Kullar*").

22 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
23 any other pending matter or action asserting claims that will be extinguished or affected by the
24 Settlement.

25 2.7. The Parties agree that the Action, the negotiation and execution of this Agreement,
26 and all acts performed or documents executed pursuant to or in furtherance of the Agreement (i)
27 shall not be used as an admission or evidence of wrongdoing by Released Parties; (ii) shall not be
28 an admission or evidence of fault by Released Parties in any action before a civil, criminal, or

administrative agency; and (iii) shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 11 below, Defendant promises to pay \$200,000.00, and no more, as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff/Class Representative: Representative Service Award to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment, and any Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Representative Service Award that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Representative Service Award no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves a Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Service Award. In exchange for the Representative Service Award,

1 the Class Representative will execute a complete and full release in favor of
2 Defendant, as described in detail below.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%,
4 which is currently estimated to be \$70,000.00 and a Class Counsel Litigation
5 Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests
6 for these payments, provided they do not exceed these amounts. Plaintiff and/or
7 Class Counsel will file a motion for Class Counsel Fees Payment and Class
8 Litigation Expenses Payment no later than 16 court days before the Final Approval
9 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
10 Litigation Expenses Payment less than the amounts requested, the Administrator will
11 allocate the remainder to the Net Settlement Amount. Released Parties shall have no
12 liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to
13 any portion any Class Counsel Fees Payment and/or Class Counsel Litigation
14 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and
15 Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel
16 assumes full responsibility and liability for taxes owed on the Class Counsel Fees
17 Payment and the Class Counsel Litigation Expenses Payment, and holds Defendant
18 harmless and indemnifies Defendant from any dispute or controversy regarding any
19 division or sharing of any of these Payments.

20 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
21 \$4,490.00 except for a showing of good cause and as approved by the Court. To the
22 extent the Administration Expenses are less or the Court approves payment less than
23 \$4,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

24 3.2.4. To Each Participating Class Member: Estimated proportionate share of the
25 Net Settlement Amount shall be determined by the Administrator pursuant to the
26 following formula: To determine the Gross Individual Settlement Payment for each
27 Participating Settlement Class Members, the Administrator:
28

1 a) The Administrator shall calculate the total aggregate number of weeks that all
2 Class Members were employed by, and worked for, Defendants as non-exempt
3 hourly individuals employed in California at any time during the Class Period,
4 excluding weeks when the Class Members did not work or were on leave for the
5 entire week ("Total Workweeks").

6 b) The value of each individual Qualifying Workweek shall then be determined
7 by dividing the Net Settlement Amount by the Total Workweeks, resulting in the
8 "Workweek Value." Each Individual Settlement Share shall then be determined by
9 multiplying the individual Participating Class Member's number of Qualifying
10 Workweeks by the Workweek Value.

11 c) For taxation purposes, the Gross Individual Settlement Payment to each
12 Participating Settlement Class Member shall be allocated as follows: Eighty Percent
13 (80%) shall be attributed to expense reimbursement, penalties, liquidated damages
14 and interest and payable on an IRS form 1099, and Twenty Percent (20%) shall be
15 attributed to wages ("Wage Component"), to be reported on a W-2 form.

16 d) The Administrator shall determine the eligibility for, and the amounts of, any
17 Individual Settlement Payments under the terms of this Agreement.

18 e) The Gross Individual Settlement Payments will be reduced by any required
19 legal deductions for each Participating Settlement Class Member. Standard employer
20 and employee payroll deductions will be made for state and federal withholding
21 taxes and any other payroll deductions owed by the Participating Class Members as a
22 result of the Wage Component. The Administrator will issue a check and IRS Form
23 W-2 to each Participating Settlement Class Member for the Wage Component.

24 f) The Parties stipulate to a) provisional class certification for purposes of
25 settling the Action only; and b) stipulate to stay the action solely to move for Court
26 approval. The Parties agree that class certification will be revoked if the Court denies
27 preliminary or final approval of the settlement, or if the settlement does not become
28 final for any other reason. The Parties shall cooperate in good faith to secure a court

1 order staying the Action and all deadlines, to provide for implementation of the
2 settlement. If the settlement is declared null and void by Defendant pursuant to
3 Paragraph 11, or if the Court denies preliminary or final approval of the settlement,
4 the Parties will resume litigation.

5 3.2.4.1. Tax Allocation of Individual Class Payments. For tax purposes,
6 settlement payments to Class Members shall be allocated (a) 80% as expense
7 reimbursement, penalties, liquidated damages and interest, and (b) 20% as
8 wages. Class Members shall be issued an IRS Form W-2 for amounts paid
9 under this settlement deemed wages, and an IRS Form 1099 for the amounts
10 allocated to expense reimbursement, penalties, liquidated damages and
11 interest. Settlement payments to PAGA Representative Action Members shall
12 be allocated 100% as penalties, and PAGA Representative Action Members
13 shall be issued an IRS Form 1099 and be responsible for payment of any and
14 all taxes that are due as a result of their PAGA penalty settlement payments.
15 Any representative service award approved by the Court will result in the
16 issuance of an IRS Form 1099 to Plaintiff, who shall assume full
17 responsibility and liability for the payment of taxes due on such award.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
19 Individual Class Payments (i.e., those that have requested exclusion). Non-
20 Participating Class Members will not receive any Individual Class Payments.
21 The Administrator will retain amounts equal to their Individual Class
22 Payments in the Net Settlement Amount for distribution to Participating
23 Class Members on a pro rata basis.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
25 \$10,000.00 to be paid from the Gross Settlement Amount, 65% (\$6,500.00) allocated
26 to the LWDA and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

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3.2.5.1. PAGA Representative Action Members estimated proportionate share of the PAGA Settlement Amount shall be determined by the Administrator pursuant to the following formula:

3.2.5.1.1. Individual PAGA Aggrieved Employees who worked as current and former non-exempt hourly individuals employed by Defendant at any time from February 13, 2024 through the Release Date;

3.2.5.1.2. To calculate each Aggrieved Employee's proportionate share: The Administrator shall calculate the total aggregate number of Pay Periods that all PAGA Individuals were employed by, and worked for, Defendant as non-exempt hourly individuals employed in California at any time during the PAGA Period. The value of each individual Pay Period shall then be determined by dividing the PAGA Payment Amount of \$3,500.00 by the Total Pay Periods resulting in the "Pay Period Value." Each Individual PAGA Share shall then be determined by multiplying the Individual PAGA Member's number of Pay Periods by the Pay Period Value.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Based on a review of its records, Defendant estimates there are 84 Class Members who worked 7,664 workweeks as of September 25, 2025. Defendant estimates there are 51 PAGA Aggrieved Employees who worked a total of 1,592 PAGA Pay Periods as of September 25, 2025.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member

1 identifying information and to provide corrected or updated Class Data as soon as reasonably
2 feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to
3 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
5 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
6 transmitting the funds to the Administrator. Defendant shall have fourteen (14) days after Judgment
7 is entered by the Court if there are no objections to the Settlement, or sixty (60) days after Judgment
8 is entered by the Court if there are any objections to the Settlement, to deposit \$200,000.00 with the
9 Administrator in an interest-bearing escrow account, and any Employer share of payroll taxes.

10 **5. DISTRIBUTION OF SETTLEMENT FUNDS.**

11 5.1. Payments from the Gross Settlement Amount. Within fourteen (14) days after
12 Defendant funds the total Gross Settlement Amount, the Administrator will mail checks for all
13 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
14 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
15 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
16 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
17 Representative Service Payment shall not precede disbursement of Individual Class Payments and
18 Individual PAGA Payments.

19 5.1.1. The Administrator will issue checks for the Individual Class Payments and/or
20 Individual PAGA Payments and send them to the Class Members via First Class U.S.
21 Mail, postage prepaid. The face of each check shall prominently state the date (180
22 days after the date of mailing) when the check will be voided. The Administrator will
23 cancel all checks not cashed by the void date. The Administrator will send checks for
24 Individual Settlement Payments to all Participating Class Members (including those
25 for whom Class Notice was returned undelivered). The Administrator will send
26 checks for Individual PAGA Payments to all Aggrieved Employees including Non-
27 Participating Class Members who qualify as Aggrieved Employees (including those
28 for whom Class Notice was returned undelivered). The Administrator may send

1 Participating Class Members a single check combining the Individual Class Payment
2 and the Individual PAGA Payment. Before mailing any checks, the Administrator
3 must update the recipients' mailing addresses using the National Change of Address
4 Database.

5 5.1.2. The Administrator must conduct a Class Member Address Search for all other
6 Class Members whose checks are returned undelivered without USPS forwarding
7 address. Within seven (7) days of receiving a returned check the Administrator must
8 re-mail checks to the USPS forwarding address provided or to an address ascertained
9 through the Class Member Address Search. The Administrator need not take further
10 steps to deliver checks to Class Members whose re-mailed checks are returned as
11 undelivered. The Administrator shall promptly send a replacement check to any
12 Class Member whose original check was lost or misplaced, requested by the Class
13 Member before the void date.

14 5.1.3. For any Class Member whose Individual Class Payment check or Individual
15 PAGA Payment check is uncashed and cancelled after the void date, the
16 Administrator shall transmit the funds represented by such checks to the California
17 Controller's Unclaimed Property Fund in the name of the Class Member thereby
18 leaving no "unpaid residue" under Code of Civil Procedure Section 384, subd. (b).
19 The Parties, Class Counsel and Defense Counsel represent that they have no interest
20 or relationship, financial or otherwise, with the California Controller's Unclaimed
21 Property Fund.

22 5.1.4. The payment of Individual Class Payments and Individual PAGA Payments
23 shall not obligate Defendant to confer any additional benefits, compensation or make
24 any additional payments to Class Members (such as 401(k) contributions or bonuses)
25 beyond those specified in this Agreement, nor, for current employees, shall such
26 payments be included for any overtime, compensation or benefit purposes.

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1 **6. RELEASE OF CLAIMS.**

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

6 6.1 Plaintiff's Release. As part of the consideration for Plaintiff's representative service
7 award, by this Agreement, Plaintiff individually releases all known and unknown claims of any type
8 whatsoever that she may have against the Released Parties. This release is entitled "Individual
9 General Release," ("Release"). This Release includes, but will not be limited to, a release of all
10 claims under the Fair Employment and Housing Act, Americans with Disabilities Act, and Title VII
11 of the Civil Rights Act of 1964, all claims arising out of Plaintiff's employment (other than claims
12 which cannot be released by law), and all claims for wage and hour violations or compensation,
13 business expenses or any claims brought in this Action, but does not release any obligations
14 Employee may have under any Confidentiality or similar agreement signed with Employer. This
15 release also includes a release of any and all claims, known or unknown, contingent or accrued
16 arising out of any act or event that occurred before execution of the release, including a California
17 Civil Code section 1542 waiver.

18 6.1.1 For purposes of Plaintiff's Individual General Release, the named Plaintiff
19 waives and relinquishes the provisions of section 1542 of the Civil Code, which
20 reads:

21 **A general release does not extend to claims that the creditor or releasing party**
22 **does not know or suspect to exist in his or her favor at the time of executing the**
23 **release, and that if known by him or her would have materially affected his or**
her settlement with the debtor or released party.

24 6.1.2 Plaintiff acknowledges that this Release will include in its effect, without
25 limitation, all claims which Plaintiff does not know of or suspect to exist at the time
26 of signing this Agreement, and that this Agreement contemplates the release of any
27 such claims.

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1 6.2 Release by Class Members: Each Class Member who does not opt out of the settlement
2 shall be deemed to release the Released Parties from any and all claims, known or unknown, that:
3 were asserted in any and all of the complaints in the Action and any of Plaintiffs' letters to the
4 LWDA (including any amended complaints or letters); and/or any and all claims, that could have
5 been asserted based on the factual allegations in all of the complaints in the Action and any of
6 Plaintiffs' (or the former representative's) letters to the LWDA (including any amended complaints
7 or letters). This includes but is not limited to claims for or related to failure to pay minimum and
8 straight time wages under California law; failure to pay overtime wages under California law;
9 failure to provide meal periods; failure to authorize and permit rest periods; failure to timely pay all
10 wages upon termination; failure to provide accurate itemized wage statements; failure to indemnify
11 employees for expenditures; unfair business practices; any unpaid wages or compensation related to
12 any or all of the foregoing; restitution related to any or all of the foregoing; and any penalties,
13 including statutory or civil penalties, related to any or all of the foregoing. This release includes, but
14 is not limited to, any and all claims pursuant to: California Labor Code §§ 201, 202, 203, 204, 210,
15 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; Business &
16 Professions Code §§ 17200, *et seq.*; and applicable Industrial Welfare Commission Wage Order.
17 The release shall run through the Release Date.

18 6.3. Release by PAGA Representative Action Members: Each PAGA Representative Action
19 Member, irrespective whether opting out of the settlement as a Non-Participating Class Member,
20 shall be deemed to release the Released Parties from any and all claims known or unknown, for
21 civil penalties under Labor Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all
22 of the complaints in the Action and any of Plaintiffs' (or the former representative's) letter to the
23 LWDA (including any amended complaints or letters); and any and all claims, that could have been
24 asserted based on any or all the factual allegations in any and all of the complaints in the Action and
25 any of Plaintiffs' letters to the LWDA (including any amended complaints or letters). This release
26 includes, but is not limited to, claims for, or related to, PAGA civil penalties premised on: Labor
27 Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802;
28 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.

7. MOTION FOR PRELIMINARY APPROVAL.

Plaintiff will promptly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1 Plaintiff’s Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including a draft of the notice to be sent to Class Members.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing this agreement; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected APEX to serve as the Administrator and verified that, as a condition of appointment, APEX agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of previous experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

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1 8.4. Notice to Class Members.

2 9.4.1 No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, PAGA Members, earnings and pay periods in the Class
5 Data.

6 8.4.2. Using best efforts to perform as soon as possible, and in no event later than
7 fourteen (14) days after receiving the Class Data, the Administrator will send to all
8 Class Members identified in the Class Data, via first-class United States Postal
9 Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in
10 the form attached to this Agreement as **Exhibit 1**. The first page of the Class Notice
11 shall prominently estimate the dollar amounts of any Individual Class Payment
12 and/or Individual PAGA Payment payable to the Class Member, and the total
13 earnings during the class period and PAGA Pay Periods (if applicable) used to
14 calculate these amounts. Before mailing Class Notices, the Administrator shall
15 update Class Member addresses using the National Change of Address database.

16 8.4.3. Not later than three (3) business days after the Administrator’s receipt of any
17 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail
18 the Class Notice using any forwarding address provided by the USPS. If the USPS
19 does not provide a forwarding address, the Administrator shall conduct a Class
20 Member Address Search, and re-mail the Class Notice to the most current address
21 obtained. The Administrator has no obligation to make further attempts to locate or
22 send Class Notice to Class Members whose Class Notice is returned by the USPS a
23 second time.

24 8.4.4. The deadlines for Class Members’ written objections, challenges to total
25 earnings and/or pay periods, and Requests for Exclusion will be extended an
26 additional fourteen (14) days beyond the forty-five (45) days otherwise provided in
27 the Class Notice for all Class Members whose notice is re-mailed. The Administrator
28

1 will inform the Class Member of the extended deadline with the re-mailed Class
2 Notice.

3 8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise
4 discovers any persons who believe they should have been included in the Class Data
5 and should have received Class Notice, the Parties will expeditiously meet and
6 confer in person or by telephone, and in good faith, in an effort to agree on whether
7 to include them as Class Members. If the Parties agree, such persons will be Class
8 Members entitled to the same rights as other Class Members, and the Administrator
9 will send, via email or overnight delivery, a Class Notice requiring them to exercise
10 options under this Agreement not later than fourteen (14) days after receipt of Class
11 Notice, or the deadline dates in the Class Notice, whichever are later.

12 8.5 Requests for Exclusion (Opt-Outs).

13 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
14 Settlement must send the Administrator, by mail, a signed written Request for
15 Exclusion not later than forty-five (45) days after the Administrator mails the Class
16 Notice. A Request for Exclusion is a letter from a Class Member or a representative
17 that reasonably communicates the Class Member's election to be excluded from the
18 Settlement and includes the Class Member's name, address and email address or
19 telephone number. To be valid, a Request for Exclusion must be timely postmarked
20 by the Response Deadline.

21 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it
22 fails to contain all the information specified in the Class Notice. The Administrator
23 shall accept any Request for Exclusion as valid if the Administrator can reasonably
24 ascertain the identity of the person as a Class Member and the Class Member's
25 desire to be excluded. The Administrator's determination shall be final and not
26 appealable or otherwise susceptible to challenge. If the Administrator has reason to
27 question the authenticity of a Request for Exclusion, the Administrator may demand
28 additional proof of the Class Member's identity. The Administrator's determination

1 of authenticity shall be final and not appealable or otherwise susceptible to
2 challenge.

3 8.5.3 Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement,
5 entitled to all benefits and bound by all terms and conditions of the Settlement,
6 including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of
7 this Agreement, regardless of whether the Participating Class Member actually
8 receives the Class Notice or objects to the Settlement.

9 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is
10 a Non-Participating Class Member, and shall not receive an Individual Class
11 Payment or have the right to object to the class action components of the Settlement.
12 Because future PAGA claims are subject to claim preclusion upon entry of
13 Judgment, Non-Participating Class Members who are Aggrieved Employees are
14 deemed to release the claims identified in Paragraph 6.3 of this Agreement and are
15 eligible for an Individual PAGA Payment.

16 8.6 Challenges to Calculation of Earnings. Each Class Member shall have forty-five (45)
17 days after the Administrator mails the Class Notice to challenge the amount and number of the total
18 earnings and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
19 Class Member may challenge the allocation by communicating in writing with the Administrator
20 via fax, email or mail. The Administrator must encourage the challenging Class Member to submit
21 supporting documentation. In the absence of any contrary documentation, the Administrator is
22 entitled to presume that the earnings contained in the Class Notice are correct so long as they are
23 consistent with the Class Data. The Administrator's determination of each Class Member's
24 allocation of earnings and/or pay periods shall be final and not appealable or otherwise susceptible
25 to challenge. The Administrator shall promptly provide copies of all challenges to calculation of
26 earnings and/or pay periods to Defense Counsel and Class Counsel and the Administrator's
27 determination of the challenges.

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8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice.

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Toll-Free Number. The Administrator will also maintain a toll-free telephone number to receive Class Member calls.

8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 Weekly Reports. The Administrator must, on a bi-weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the

1 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
2 Requests for Exclusion (whether valid or invalid) received, objections received,
3 challenges to earnings and/or pay periods received and/or resolved, and checks
4 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
5 Report”). The Weekly Reports must provide the Administrator’s assessment of the
6 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
7 and objections received.

8 8.8.4 Earnings Challenges. The Administrator has the authority to address and make
9 final decisions consistent with the terms of this Agreement on all Class Member
10 challenges over the calculation of total earnings. The Administrator’s decision shall
11 be final and not appealable or otherwise susceptible to challenge.

12 8.8.5 Administrator’s Declaration. Not later than ten (10) days before the date by
13 which Plaintiffs are required to file the Motion for Final Approval of the Settlement,
14 the Administrator will provide to Class Counsel and Defense Counsel, a signed
15 declaration suitable for filing in Court attesting to its due diligence and compliance
16 with all of its obligations under this Agreement, including, but not limited to, its
17 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
18 Class Notices, attempts to locate Class Members, the total number of Requests for
19 Exclusion from Settlement it received (both valid or invalid), the number of written
20 objections and attach the Exclusion List. The Administrator will supplement its
21 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
22 responsible for filing the Administrator’s declaration(s) in Court.

23 8.8.6 Final Report by Administrator. Within ten (10) days after the Administrator
24 disburses all funds in the Gross Settlement Amount, the Administrator will provide
25 Class Counsel and Defense Counsel with a final report detailing its disbursements by
26 employee identification number only of all payments made under this Agreement. At
27 least fifteen (15) days before any deadline set by the Court, the Administrator will
28 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration

1 suitable for filing in Court attesting to its disbursement of all payments required
2 under this Agreement. Class Counsel is responsible for filing the Administrator's
3 declaration in Court.

4 **9. CLASS AND REPRESENTATIVE CLASS SIZE ESTIMATES**

5 Based on its records, Defendant estimates that (1) there are 84 Class Members who worked
6 a total of 7,664 workweeks, and (2) there are 51 PAGA Representative Action Members who
7 worked a total of 1,592 PAGA Pay Periods.

8 9.1 Change In Workweek Count. As set forth in Paragraph 4.1, Defendant estimates that,
9 as of September 25, 2025, the Class Members collectively worked a total of 7,664 workweeks. In
10 the event the Class Data reflects a material inaccuracy in the estimated number of 7,664 workweeks
11 (defined as more than a ten percent (10%) increase, or 8,430 workweeks), then it shall be
12 Defendant's option to either increase a proportional increase in the Gross Settlement Amount (i.e., a
13 one percent (1%) increase for every 1% increase over the ten percent (10%) threshold), or a
14 shortening of the Class Release Period and/or PAGA Release Period to a date the number of
15 workweeks equals 8,430.

16 **10. DEFENDANT'S RIGHT TO WITHDRAW**

17 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five
18 percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, elect to
19 withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall
20 be void ab initio, have no force or effect whatsoever, and that neither Party will have any further
21 obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of
22 its election to withdraw not later than seven (7) days after the Administrator sends the final
23 Exclusion List to Defense Counsel; late elections will have no effect.

24 **11. MOTION FOR FINAL APPROVAL.**

25 Not later than sixteen (16) court days before the calendared Final Approval Hearing,
26 Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for
27 approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
28 Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall

1 provide drafts of the Proposed Judgment to Defense Counsel before filing the Motion for Final
2 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
3 telephone, and in good faith, to resolve any disagreements concerning the Proposed Order and
4 Judgment.

5 11.1 Response to Objections. Each Party retains the right to respond to any objection raised
6 by a Participating Class Member, including the right to file responsive documents in Court no later
7 than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by
8 the Court.

9 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
10 Approval on any material change to the Settlement (including, but not limited to, the scope of
11 release to be granted by Class Members), the Parties will expeditiously work together in good faith
12 to address the Court's concerns and negotiate revisions to the Agreement as necessary to obtain
13 Final Approval. The Court's decision to award less than the amounts requested for the
14 Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses
15 Payment and/or Administrator Expenses Payment shall not constitute a material modification to the
16 Agreement within the meaning of this paragraph.

17 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
18 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of:

- 19 (i) enforcing this Agreement and/or Judgment,
20 (ii) addressing settlement administration matters, and
21 (iii) addressing such post-Judgment matters as are permitted by law.

22 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, including the Class Counsel Fees Payment and Class Counsel
24 Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective
25 counsel, and all Participating Class Members who did not object to the Settlement as provided in
26 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
27 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
28 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to

1 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
2 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
3 and the Judgment becomes final.

4 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
5 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
6 modification of this Agreement (including, but not limited to, the scope of release to be granted by
7 Class Members), this Agreement shall be null and void. The Parties shall then expeditiously work
8 together in good faith to address the appellate court's concerns and to obtain Final Approval and
9 entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably
10 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of
11 the Class Representative Service Payment or any payments to Class Counsel shall not constitute a
12 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
13 Settlement Amount remains unchanged.

14 **12. ADDITIONAL PROVISIONS.**

15 12.1 No Admission of Liability, Class Certification or Representative Manageability for
16 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
17 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
18 any of the allegations in the FAC have merit or that Defendant has any liability for any claims
19 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
20 defenses in the Action have merit. The Parties agree that class certification and representative
21 treatment is for purposes of this Settlement only. If, for any reason the Court does not grant
22 Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest
23 certification of any class for any reason, and Defendant reserves all available defenses to the claims
24 in the Action, and Plaintiff reserves the right to move for class certification on any grounds
25 available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
26 willingness to settle the Action will have no bearing on, and will not be admissible in connection
27 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
28 Agreement).

1 12.2 No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
4 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
5 to Class Members.

6 12.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties relating
8 to the Settlement, superseding any and all oral representations, promises, or inducements made to or
9 by any Party. Nothing in this Agreement releases any Class Member from their obligations under
10 any company confidentiality agreement.

11 12.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
12 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
13 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
14 terms, and to execute any other documents reasonably required to effectuate the terms of this
15 Agreement including any amendments to this Agreement.

16 12.5 Cooperation. The Parties and their counsel will cooperate with each other and use their
17 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
18 Agreement, submitting supplemental evidence and supplementing points and authorities if
19 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
20 document necessary to implement the Settlement, or on any modification of the Agreement that
21 may become necessary to implement the Settlement, the Parties will seek the assistance of first
22 Judge Adler, then the Court or a mediator for resolution.

23 12.6 No Previous Assignments. The Parties separately represent and warrant that they have
24 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
25 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
26 action, or right released and discharged by the Party in this Settlement.

27 12.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are
28 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied

1 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
2 10, as amended) or otherwise. The Parties acknowledge and agree that (i) no provision of this
3 Agreement, and no written communication or disclosure between or among the Parties or their
4 attorneys and other advisers, is or was intended to be, nor shall any such communication or
5 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of the
6 United States Treasury Department circular 230 (31 C.F.R. part 10, as amended); (ii) the
7 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
8 counsel for advice (including tax advice) in connection with this Stipulation of Settlement, (b) has
9 not entered into this Agreement based upon the recommendation of any other party or any attorney
10 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any
11 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
12 acknowledging part, and (iii) no attorney or adviser to any other party has imposed any limitation
13 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
14 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
15 treatment or structure of any transaction, including any transaction contemplated by this Agreement.

16 12.8 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 12.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
20 the benefit of, the successors of each of the Parties.

21 12.10 Governing Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the laws of the state of California, without regard to
23 conflict of law principles.

24 12.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

27 ///

28 ///

1 12.12 Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 12.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this Agreement.

6 12.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
7 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
8 weekend or federal or state legal holiday, such date or deadline shall be on the following business
9 day.

10 12.15 Notice. All notices, demands or other communications between the Parties in
11 connection with this Agreement will be in writing and deemed to have been given as of the third
12 business day after mailing by United States mail, or the day sent by email (with read receipt) or
13 messenger, addressed as follows:

14 **To Plaintiff:** Arrash T. Fattahi, Esq.
15 Arman A. Salehi, Esq.
16 Wilshire Law Firm, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
17 arrash.fattahi@wilshirelawfirm.com and
arman.salehi@wilshirelawfirm.com

18 **To Defendant:** Harvey C. Berger, Esq.
19 Berger & Williams, LLP
401 B Street, Suite 2000
San Diego, CA 92101
20 berger@bergerwilliams.com and
21 waller@bergerwilliams.com

22 12.16 Execution in Counterparts. This Agreement may be executed in one or more
23 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
24 Agreement shall be accepted as an original. All executed counterparts and each of them will be
25 deemed to be one and the same instrument if counsel for the Parties exchange between themselves
26 signed counterparts. An executed counterpart will be admissible in evidence to prove the existence
27 and contents of this Agreement.

28 ///

1 12.17 Parties' Authority. The signatories represent that they are fully authorized to enter into
2 and bind the Parties to the terms and conditions of this Agreement.

3
4
5 Executed at San Diego, California, this 21 day of January, 2026.

6
7  Firmado por:
8 46909EAF978040C...
9 Signature of Plaintiff
CRISTAL VELAZQUEZ

10 Executed at _____, _____, this ____ day of _____, 2026.

11
12 _____
13 (Print name) _____

14 (Title) _____

15 On behalf of Defendant
16 J GELT CORPORATION dba CASA
17 PACIFICA ADULT DAY HEALTH CARE
18 CENTER
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1 12.17 Parties' Authority. The signatories represent that they are fully authorized to enter into
2 and bind the Parties to the terms and conditions of this Agreement.

3
4
5 Executed at _____, _____, this ____ day of _____, 2026.

6
7
8 _____
Signature of Plaintiff
CRISTAL VELAZQUEZ

9
10 Executed at San Diego, California, this 2nd day of February 2026.

11
12 _____
13 (Print name) Luba Vaisman
14 (Title) President

15 On behalf of Defendant
16 J GELT CORPORATION dba CASA
17 PACIFICA ADULT DAY HEALTH CARE
18 CENTER
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Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Cristal Velazquez v. J Gelt Corporation, et al.
San Diego Superior Court Case No. 24CU022011C

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against J Gelt Corporation doing business as Casa Pacifica Adult Day Health Care Center (“Casa Pacifica”) for alleged wage and hour violations. The Action was filed by former Casa Pacifica employee, Cristal Velazquez (“Plaintiff”), and seeks payment of (1) unpaid minimum and straight time wages, (2) unpaid overtime, (3) unpaid meal period premiums, (4) unpaid rest break premiums, (5) untimely final wages, (6) inaccurate wage statements, (7) unreimbursed business expenses, and (8) unfair business practices for a class of hourly-paid or non-exempt employees (“Class Members”) who worked for Casa Pacifica during the Class Period (November 12, 2020 through November 9, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Casa Pacifica during the PAGA Period (February 13, 2024 through November 9, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Casa Pacifica to fund Individual Class Payments, and (2) a PAGA Settlement requiring Casa Pacifica to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Casa Pacifica’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Casa Pacifica’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Casa Pacifica’s records showing that **you worked ____workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked a greater number of workweeks or pay periods during either time period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Casa Pacifica to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Casa Pacifica.

If you worked for Casa Pacifica during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Casa Pacifica.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Casa Pacifica, and, if you are a PAGA Group Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Casa Pacifica will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Casa Pacifica that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is [date]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel

	and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Settlement Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Casa Pacifica's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Casa Pacifica employee. The Action accuses Casa Pacifica of violating California labor laws for Casa Pacifica's Failure to Pay Minimum and Straight Time Wages, Failure to Pay Overtime Wages, Failure to Provide Meal Breaks, Failure to Authorize and Permit Rest Periods, Failure to Timely Pay Final Wages at Termination, Failure to Provide Accurate Itemized Wage Statements, Failure to Indemnify Employees for Necessary Business Expenditures, and Unfair Business Practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action ("Class Counsel"):

Wilshire Law Firm
 John G. Yslas
 Arrash T. Fattahi
 Arman A. Salehi
 660 S. Figueroa St., Sky Lobby
 Los Angeles, CA 90017

Casa Pacifica strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Casa Pacifica or Plaintiff are correct on the merits. In the meantime, Plaintiff and Casa Pacifica hired an experienced, neutral mediator in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Casa Pacifica have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Casa Pacifica does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Casa Pacifica has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Casa Pacifica Will Pay \$200,000 as the Gross Settlement Amount (Gross Settlement). Casa Pacifica has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Casa Pacifica will 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.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to 35% of the Gross Settlement (currently estimated to be \$70,000.00) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Service Payment to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. In addition to the Class Representative Service Payment requested, Plaintiff will also receive an Individual Class Payment and any Individual PAGA Payment.

C. Up to \$4,490.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. Within 14 days after the date on which the Settlement Administrator receives the total Gross Settlement Amount, the Settlement Administrator will distribute the Court-approved Individual Class and PAGA Payments to the Participating Class Members.
4. Taxes Owed on Payments to Class Members. Plaintiff and Casa Pacifica are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Casa Pacifica will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Casa Pacifica have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be sent to the California Controller’s Unclaimed Property Fund in the name of the Class Member.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded

from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Casa Pacifica.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Casa Pacifica based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Casa Pacifica have agreed that, in either case, the Settlement will be void: Casa Pacifica will not pay any money and Class Members will not release any claims against Casa Pacifica.
8. Administrator. The Court has appointed a neutral company, APEX Class Action (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Casa Pacifica has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Casa Pacifica or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

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 Plaintiff’s 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 Plaintiff’s (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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Casa Pacifica has fully funded the Gross Settlement and separately paid the employer-side payroll taxes, 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 Plaintiff's (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 Plaintiff's 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.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Group Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Casa Pacifica's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Casa Pacifica's calculation of Workweeks and/or Pay Periods based on Casa Pacifica's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Casa Pacifica's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, two separate checks at different time frames to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees, as outlined in section 3(3) of this notice. The checks will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, two separate Individual PAGA Payment checks at different time frames to every PAGA Group Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member), as outlined in section 3(3) of this notice.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Velazquez v. J Gelt Corporation*, Case No. 24CU022011C, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Casa Pacifica are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as the Class Representative Service Payment. Upon

reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Velazquez v. J Gelt Corporation*, Case No. 24CU022011C, and include your name, current address, telephone number, and approximate dates of employment for Casa Pacifica and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department _____ of the San Diego County Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. For more information on how to appear at the hearing virtually, please visit [\(\[insert link\]\)](#). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Casa Pacifica and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to the following link [\(\[insert link\]\)](#) and entering the Case Number for the Action, Case No. 24CU022011C. You can

also make an appointment to personally review court documents in the Clerk's Office by calling [insert Court's phone number].

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Wilshire Law Firm

John G. Yslas

Arrash T. Fattahi

Arman A. Salehi

660 S. Figueroa St., Sky Lobby

Los Angeles, CA 90017

Phone: (213) 784-3830

john.yslas@wilshirelawfirm.com

arrash.fattahi@wilshirelawfirm.com

arman.salehi@wilshirelawfirm.com

Settlement Administrator:

APEX Class Action

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If you do not cash your check by the deadline stated on the check itself, the money will be sent to the California State Controller's Unclaimed Property Division. Should you not cash your check in a timely fashion, you may find out more about how to recover your money by visiting https://www.sco.ca.gov/search_upd.html.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 3

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

San Diego County Superior Court ▼

Court Case Number *

24CU022011C

Hearing Date *

07/17/2026

Hearing Time *

08:30

HH:MM

Hearing Location *

330 West Broadway, San D

Number of aggrieved employees *

51

Net Amount to Aggrieved Employees *

3500

Gross settlement amount *

200000.00

Gross penalty *

10000.00

Penalties to LWDA *

6500

Date of proposed settlement *

07/17/2026

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

Choose File 2026 01-21-...ent. FINAL.pdf

Other Attachment (if any, must be .pdf or .xlsx)

Choose File No file chosen

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Tue 6/16/2026 10:06 AM

To Pablo Villalobos <pablo.villalobos@wilshirelawfirm.com>

06/16/2026 10:05:44 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 06/16/2026 10:05:44 AM your Proposed Settlement was successfully processed for case number LWDA-CM-996306-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7Cef5e92c3940749bf618308dec989ae%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639172263646347103%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIklkFOIjoiTWVpbGlzIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=vzmlahE0ownDtqIUlD7Dvk0%2FVH6xh8D5TMyotsIUE%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%20Attorneys%20General%20Act.htm&data=05%7C02%7Cpablo.villalobos%40wilshirelawfirm.com%7Cef5e92c3940749bf618308dec989ae%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639172263646347103%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIklkFOIjoiTWVpbGlzIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=vzmlahE0ownDtqIUlD7Dvk0%2FVH6xh8D5TMyotsIUE%3D&reserved=0)

Exhibit 4



Quotation Request:

Arman A. Salehi
 Wilshire Law Firm, PLC
 arman.salehi@wilshirelawfirm.com
 800.926.9799

Case Name:

Velazquez v. J Gelt Corporation (Casa Pacifica)

Date:

Monday, January 19, 2026

RFP Number:

15180023

Prepared By:

Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications	
Estimated Class Size:	90
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	90	\$135.00
USPS First Class Postage	Per Piece	\$0.78	90	\$70.20
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	18	\$40.50
Receive and Process Undeliverable Mail	Per Hour	\$75.00	0	\$0.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$40.00	1	\$40.00
Sub Total:				\$480.70

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$530.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$33.85	1	\$33.85
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$533.85

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	1	\$120.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	90	\$135.00
USPS First Class Postage	Per Piece	\$0.78	90	\$70.20
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	9	\$20.25
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	3	\$300.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$270.00	1	\$270.00
			Sub Total:	\$2,195.45

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
			Sub Total:	\$475.00

				WILL NOT EXCEED: \$4,490.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. **Apex may derive financial benefits** from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication** under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement** of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.