

1. A judgment, decree, or order was entered in this action on *(date)*: May 14, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Annabel Blanchard
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶

Annabel Blanchard

(SIGNATURE)

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and JONELLE VELASQUEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DANIEL HE and JONELLE VELASQUEZ,
individually, and on behalf of others similarly
situated,

Plaintiffs,

vs.

BAY PHOTO LAB INC; CIRCLE
GRAHPICHS, INC., a California corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV05682
[related to case no. 24STCV07440]

Honorable Samantha P. Jessner
Department SSC-7

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: May 14, 2026
Time: 10:00 a.m.
Dept.: SSC-7

Complaint Filed: March 6, 2024
FAC Filed: November 6, 2025
Trial Date: Not Set

1 Plaintiffs Daniel He and Jonelle Velasquez’s (“Plaintiffs”) Motion for Final Approval of Class
2 Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment, Class Representative Service Payments, and Administration Expenses Payment came before
4 this Court on May 14, 2026 at 10:00 a.m. before the Honorable Samantha P. Jessner in Department 7
5 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the First Amended Joint Stipulation of Class Action and
7 PAGA Settlement Agreement (“Agreement”), Plaintiffs’ Motion for Final Approval of Class Action
8 and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
9 Class Representative Service Payments, and Administration Expenses Payment, the supporting papers
10 filed by the Parties, the Declarations of Class Counsel (Annabel Blanchard), the Class Representatives
11 (Daniel He and Jonelle Velasquez), and the Administrator (Madely Nava on behalf of Apex Class
12 Action), and the evidence and argument received by the Court in conjunction with the Motion for
13 Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court grants
14 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATIONS:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendants Bay Photo Lab Inc. and Circle Graphics, Inc. (“Defendants”) (together,
18 with Plaintiff, the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former hourly paid and/or non-exempt employees who worked for
21 Bay Photo Lab Inc. in California during the Class Period.” The “Class Period” is defined as the period
22 from November 19, 2021, through January 1, 2025.

23 3. The Court appoints Plaintiffs Daniel He and Jonelle Velasquez as the Class
24 Representatives for settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
26 GruppChang, P.J. Van Ert, and Annabel Blanchard of Blackstone Law, APC as Class Counsel for
27 settlement purposes only.

28 5. The Class Notice approved by the Court conforms with the requirements of California

Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

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

7. The Agreement is not an admission by Defendants, or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties.

8. The Court finds that zero (0) Class Members have validly and timely opted out of the Class Settlement and zero (0) Participating Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Class Members and Aggrieved Employees, the Court hereby approves the payment from the Gross Settlement Amount of a Class Representative Service Payment to each of the Class Representatives, Daniel He and Jonelle Velasquez, in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) each, for a total of Fifteen Thousand Dollars (\$15,000.00).

10. The Court approves the payments from the Gross Settlement Amount of the Class Counsel Fees Payment to Class Counsel in the sum of Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$216,666.67) and the Class Counsel Litigation Expenses Payment to Class Counsel in the sum of Twenty-Four Thousand Five Hundred Seventeen Dollars and Twenty-Eight Cents

1 (\$24,517.28). The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are
2 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
3 percentage of the common fund obtained for the Class.

4 11. The Court approves and orders payment from the Gross Settlement Amount in the
5 amount of Ten Thousand Nine Hundred Dollars (\$10,900.00) to Apex Class Action as the
6 Administration Expenses Payment for performance of settlement administration services.

7 12. The Court approves and orders payment in the amount of Thirty-Seven Thousand Five
8 Hundred Dollars (\$37,500.00) to the California Labor and Workforce Development Agency
9 (“LWDA”) as the LWDA PAGA Payment, representing 75% of the PAGA Penalties allocated toward
10 civil penalties under PAGA.

11 13. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
12 Defendants will deposit the Gross Settlement Amount into an account established by the Settlement
13 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14 14. It is hereby ordered that within fourteen (14) calendar days after Defendants fund the
15 Gross Settlement Amount, the Settlement Administrator will distribute the Individual Class Payments
16 to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the Class
17 Counsel Fees Payment and Class Counsel, the Litigation Expenses Payment to Class Counsel, the
18 Class Representative Service Payments to the Class Representatives, the LWDA PAGA Payment to
19 the LWDA, and the Administration Expenses Payment to itself.

20 15. Each Individual Class Payment check and Individual PAGA Payment check will be
21 valid and negotiable for one hundred eighty (180) calendar days from the date of mailing, and
22 thereafter shall be canceled. For any Participating Class Member or Aggrieved Employee whose
23 Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after
24 the void date, the Administrator shall transmit the funds represented by such checks to the California
25 Controller’s Unclaimed Property Fund in the name of the applicable Participating Class Member
26 and/or Aggrieved Employee, thereby leaving no “unpaid residue” subject to the requirements of Code
27 of Civil Procedure section 384, subdivision (b).

28 16. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes

1 owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Participating Class
2 Members on behalf of themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors and assigns, will be deemed to have released, the Released
4 Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class
5 Period facts stated in the Operative Complaint and ascertained in the course of the Actions for unpaid
6 wages (including premiums) or other compensation allegedly owed, or for damages, penalties,
7 restitution, interest, liquidated damages, attorneys' fees, or costs, or any other recovery including
8 under the California Labor Code and corresponding provisions of the California Code of Regulations,
9 Title 8 and IWC Wage Orders, including, e.g., (1) Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1,
10 and 1194.2 (Unpaid Minimum Wages); (2) Violation of Cal. Lab. Code §§ 510, 1198, and 1194
11 (Unpaid Overtime); (3) Violation of Cal. Lab. Code §§ 226.7 and 512(a) (Unpaid Meal Period
12 Premiums); (4) Violation of Cal. Lab. Code § 226.7 (Unpaid Rest Period Premiums); (5) Violation of
13 Cal. Lab. Code §§ 204 and 210 (Wages Not Timely Paid During Employment); (6) Violation of Cal.
14 Lab. Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of Cal. Lab. Code
15 §§ 201, 202, and 203 (Untimely Final Wages); (8) Violation of Cal. Lab. Code §§ 2800 and 2802
16 (Failure to Reimburse Necessary Business Expenses); and (9) Violation of Cal. Business &
17 Professions Code §§ 17200, et seq. (collectively, "Released Class Claims").

18 17. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes
19 owed on the Wage Portion of the Individual Class Payments, Plaintiffs He and Velasquez, individually
20 and as the representatives acting as proxies or agents of the LWDA, a State of California Executive
21 Branch Agency, and Aggrieved Employees, in the Actions, are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties under
24 Labor Code section 2698 et seq. that were alleged, or reasonably could have been alleged, based on
25 the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the
26 course of the Actions, including, e.g., under Labor Code sections 201, 202, 203, 204, 210, 218.5, 226,
27 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and all applicable
28 IWC Wage Orders ("Released PAGA Claims").

1 18. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes
2 owed on the Wage Portion of the Individual Class Payments, Plaintiff He is deemed to release, the
3 Released Parties from any and all claims and potential claims that may legally be waived by private
4 agreement, whether known or unknown, which Plaintiff He has asserted or could assert against the
5 Company arising out of or relating in any way to any acts, circumstances, facts, transactions, or
6 omissions, occurring up to and including the date he signs this Agreement (“Plaintiff’s Released
7 Claims”). Plaintiff He understands that he is releasing such Plaintiff He’s Released Claims on behalf
8 of himself and all persons who could make Claims under, through or by Plaintiff He, such as Plaintiff
9 He’s spouse, heirs, executors or assignees. This release includes, but is not limited to, (i) any and all
10 Claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil
11 Rights Act of 1991, the Age Discrimination in Employment Act of 1967 (ADEA), the Family and
12 Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National
13 Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act
14 (PWFA), the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities
15 Act (ADA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), any
16 amendments to such laws, any other federal, state, or local constitution, charter, law, rule, ordinance,
17 regulation, or order; (ii) Claims based on veterans status; (iii) Claims in equity or under common law
18 including but not limited to claims for tort, breach of contract (express or implied, written or oral),
19 wrongful discharge, defamation, emotional distress, and negligence; (iv) all Claims made or which
20 could have been made in civil action numbers 24STCV05682 and 24STCV07440 pending in the
21 Superior Court of the State of California, County of Los Angeles.

22 Plaintiff He, for himself, has read Section 1542 of the Civil Code of the State of
23 California, which provides as follows:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
26 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
27 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
28 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
29 DEBTOR OR RELEASED PARTY.

19. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes

1 owed on the Wage Portion of the Individual Class Payments, Plaintiff Velasquez without limitation,
2 releases any and all claims and potential claims that may legally be waived by private agreement,
3 whether known or unknown, which Plaintiff Velasquez has asserted or could assert against the
4 Defendants in the Actions, including claims for unpaid wages (including premiums) or other
5 compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages,
6 attorneys' fees, or costs, or any other recovery including under the California Labor Code and
7 corresponding provisions of the California Code of Regulations, Title 8 and IWC Wage Orders,
8 including, e.g., (1) Violation of Cal. Lab. Code §§ 1194, 1197, 1197.1 and 1194.2 (Unpaid Minimum
9 Wages); (2) Violation of Cal. Lab. Code §§ 510, 1198, and 1194 (Unpaid Overtime); (3) Violation of
10 Cal. Lab. Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (4) Violation of Cal. Lab. Code
11 § 226.7 (Unpaid Rest Period Premiums); (5) Violation of Cal. Lab. Code §§ 204 and 210 (Wages Not
12 Timely Paid During Employment); (6) Violation of Cal. Lab. Code § 226(a) (Failure to Provide
13 Accurate Wage Statements); (7) Violation of Cal. Lab. Code §§ 201, 202, and 203 (Untimely Final
14 Wages); (8) Violation of Cal. Lab. Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business
15 Expenses); and (9) Violation of Cal. Business & Professions Code §§ 17200, et seq. In addition, to the
16 greatest extent permitted by law, Plaintiff Velasquez individually and on behalf of herself freely,
17 knowingly and voluntarily releases and forever discharges Defendants and the Released Parties of and
18 from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims
19 for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of
20 any nature whatsoever, whether known or unknown, suspected or unsuspected, against them or any of
21 them, which Plaintiff Velasquez ever had, now has, or which Plaintiff Velasquez or her heirs, assigns,
22 executors or administrators hereafter can, shall or may have arising under the California Private
23 Attorneys General Act (California Labor Code section 2698 et seq.) which includes but is not limited
24 to claims brought under the PAGA predicated upon California Labor Code Sections 201, 202, 203,
25 204, 210, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800,
26 2802, relevant sections of the applicable Industrial Welfare Commission Wage Order, and/or any other
27 California Labor Code provisions that could have been asserted under the PAGA in connection with
28 the Actions and/or PAGA Notice, including but not limited to any claims for penalties, wages, interest

1 and/or attorneys' fees and costs thereon, for the entire period of her employment and through the date
2 of Preliminary Approval of this Agreement. Collectively, the claims released in this paragraph shall
3 be known as "Velasquez Released Claims." All such Velasquez Released Claims (including, without
4 limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless
5 of the forum in which they may be brought.

6 Plaintiff Velasquez, for herself, has read Section 1542 of the Civil Code of the State of
7 California, which provides as follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
9 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
10 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
11 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY

12 20. The "Released Parties" means Defendants, their subsidiaries, and affiliates, and each of
13 their former and present directors, officers, shareholders, owners, members, attorneys, insurers,
14 predecessors, successors, assigns, agents, reinsurers, and any individual or entity which could be
15 jointly liable with Defendants.

16 21. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
18 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
19 Settlement and the determination of all controversies relating thereto.

20 22. Notice of entry of this Order and Judgment shall be given to the Class Members by
21 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
22 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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23. A Non-Appearance Case Review re: Final Report is set for **May 21, 2027, at 9:00 am** in Department 7 of this Court located at 312 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report by **May 14, 2027**.

IT IS SO ORDERED.

Dated: 05/14/2026




Samantha Jessner / Judge

Honorable Samantha P. Jessner

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Bany Funez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On May 15, 2026, I served a copy of the following document(s):

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Rachael Lavi
rlavi@littler.com
Grace Waddell
gwaddell@littler.com
LITTLER MENDELSON, PC
2049 Century Park E,
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Phone: 310-772-7297

Attorneys for Defendants
BAY PHOTO, LLC
and CIRCLE GRAPHICS, INC.

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

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

Executed on May 15, 2026 at Beverly Hills, California.

/s/ Bany Funez
Bany Funez