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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JESSICA MARTINEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CORTICARE, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2023-00055906-CU-OE-CTL

*Assigned for all purposes to:
Hon. Gregory W. Pollack
Dept. C-71*

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

FINAL APPROVAL HEARING

Date: November 21, 2025
Time: 9:30 a.m.
Dept.: C-71

1 This matter came on for hearing on November 21, 2025 at 9:30 a.m., in Department C-
2 71 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On July 31, 2025, this Court
4 issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 Settlement. Plaintiff Jessica Martinez ("Plaintiff") now seeks an order granting final approval
6 of the Class Action and PAGA Settlement Agreement ("Settlement"), a copy of which is
7 attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Final
8 Approval of Class Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action Settlement granted on July 31, 2025, and the instant Motion for Final Approval
12 of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and
13 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action Settlement, the Class Notice was sent to each Class Member by First Class mail. These
16 papers informed Class Members of the terms of the Settlement, their right to receive an Individual
17 Class Payment and Individual PAGA Payment, and their right to: (a) comment on or object to the
18 Settlement; (b) request exclusion from the Settlement and pursue their own remedies; (c) dispute
19 the calculation of their Individual Class Payment and Individual PAGA Payment; and (d) appear
20 at the final approval hearing. No Class Member has objected to or requested exclusion from the
21 proposed Settlement, or submitted any disputes to their Individual Class Payment or Individual
22 PAGA Payment..

23 2. The Court finds and determines that this notice procedure afforded adequate protections
24 to Class Members and provides the basis for the Court to make an informed decision regarding
25 approval of the Settlement based on the responses of the Class. The Court finds and determines
26 that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.
28

1 3. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
3 joinder of all members is impracticable; (b) there are questions of law or fact common the class
4 and a well-defined community of interest among members of the Class with respect to the subject
5 matter of the action; (c) the claims of Class Representative Jessica Martinez are typical of the
6 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
7 interests of the Class; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
9 to serve as Class Counsel.

10 4. The Court has certified a Class for Settlement purposes only, defined as all persons
11 employed by CortiCare in California and classified as non-exempt who worked for CortiCare
12 during the Class Period (from July 2, 2019 through the earlier of (a) 90 days from July 5, 2024; or
13 (b) the date the Court granted preliminary approval of the settlement (*i.e.* July 31, 2025)). The
14 Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

15 5. The Court hereby confirms John G. Yslas, Arrash T. Fattahi, Arman A. Salehi, and
16 Emily Borman of Wilshire Law Firm, PLC as Class Counsel.

17 6. The Court hereby confirms Plaintiff Jessica Martinez as the Class Representative.

18 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
19 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
20 found that the Settlement was reached as a result of informed and non-collusive arm's length
21 negotiations facilitated by a neutral mediator.
22

23 8. The Court hereby approves that Defendant CortiCare, Inc. ("Defendant") shall pay a
24 total amount of \$230,000.00 in Gross Settlement Amount, as provided for by the Settlement.

25 9. The Court finds and determines that the Individual Class Payments to be paid to
26 Participating Class Members as provided for by the Settlement are fair and reasonable. The Court
27 hereby gives final approval to and orders the payment of those Individual Class Payments to be
28 made to the Participating Class Members as provided for by the Settlement.

10. From the Gross Settlement Amount, the Court finds and determines that payment of \$10,000.00 in PAGA Penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency will receive 75% (\$7,500.00) as LWDA PAGA Payment, and the remaining 25% (\$2,500.00) will be distributed to Aggrieved Employees (defined as all persons employed by CortiCare in California and classified as non-exempt who worked for CortiCare during the PAGA Period (January 15, 2023 through the earlier of (a) 90 days from July 5, 2024; or (b) the date the Court grants preliminary approval of the settlement (i.e. July 31, 2025)) as Individual PAGA Payments, regardless of whether the Class Members submitted a valid Request for Exclusion or otherwise opted out of the Settlement). The Court hereby grants final approval to and orders the payment of those Individual PAGA Payments as provided for by the Settlement.

11. From the Gross Settlement Amount, the Court finds and determines the Class Representative Service Payment of \$10,000.00 to the named Plaintiff, Jessica Martinez, is fair and reasonable. The Court hereby grants final approval to and orders the payment of Class Representative Service Payment to be paid to the named Plaintiff, Jessica Martinez, for her service as a Class Representative and for her agreement to release claims as provided for by the Settlement.

12. From the Gross Settlement Amount, the Court finds and determines that the Administration Expenses Payment incurred by Apex Class Action, LLC ("APEX") in the amount of \$5,000.00 is fair and reasonable. The Court hereby grants final approval to and orders the payment of Administration Expenses Payment as provided for by the Settlement.

13. From the Gross Settlement Amount, the Court hereby awards Class Counsel Fees Payment in the amount of \$76,666.66 and Class Counsel Litigation Expenses Payment in the amount of \$12,032.83. The Court hereby grants final approval to and orders the payment of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as provided for by the Settlement.

1 14. Without affecting the finality of this Order or the entry of judgment in any way, this
2 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
3 administration, effectuation and enforcement of this order and the Settlement.

4 15. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
5 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

6 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
7 admission by Defendant, nor is this Order or Judgment a finding of the validity of any claims in
8 this case or of any other wrongdoing. Further, the Settlement is not a concession and shall not be
9 used as an admission of any wrongdoing, fault, or omission of any entity or persons, nor may any
10 action taken to carry out the terms of the Settlement be construed as an admission or concession
11 by or against Defendant.

12 17. Upon completion of administration of the Settlement, the Settlement Administrator will
13 provide written certification of such completion to the Court, which shall be filed with the Court
14 seven (7) days before the non-appearance compliance hearing set for _____.

15 18. The Court hereby enters Final Judgment as provided for by the terms of the Settlement,
16 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and
17 this Order.

18 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
19 by this Court's Order awarding Class Counsel Fees Payment and Class Counsel Litigation
20 Expenses Payment.
21

22 **IT IS SO ORDERED.**

23
24 Dated: _____

Honorable Gregory W. Pollack
Judge of the Superior Court