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Attorneys for Plaintiff DANIEL JASSO,
on behalf of himself and others similarly situated

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
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Robert Oliver, Clerk of the Court
By: Griselda Zavala, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

DANIEL JASSO, on behalf of himself and all
others similarly situated, and the general
public,

Plaintiff,

v.

SANTA ROSA POSTACUTE CARE, LLC, a
California corporation; SANTA
ROSAIDENCE OPCO, LLC, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 24CV01487

Assigned for All Purposes To:
Hon. Oscar A. Pardo
Courtroom: 19

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE'S SERVICE
AWARD**

Continued Final Approval Hearing:
Date: July 15, 2026
Time: 3:00 p.m.
Dept.: 16

Original Complaint Filed: February 29, 2024
First Amended Complaint: October 31, 2024
Trial Date: None Set

~~PROPOSED~~ FINAL ORDER GRANTING FINAL APPROVAL

The Parties reached a Settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”), filed with this Court on September 22, 2025.

On July 15, 2026, this Court conducted a continued Final Settlement Fairness Hearing under Rule 3.769 of the California Rules of Court and this Court’s October 15, 2025, Order Granting Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement (the “Preliminary Approval Order”). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier provisional certification of the Class, as set forth in the Preliminary Approval Order.

2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all Parties to the Class Action, including all members of the Settlement Class.

4. Class Members means “all current and former non-exempt employees of Defendant who worked in the state of California at any time during the Class Period and who did not sign an arbitration agreement.”

5. Aggrieved Employees means “a person employed by Defendant, in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA

1 Period.”

2 6. The Class Notice given to the Class Members fully and accurately informed the
3 Class Members of all material elements of the proposed Settlement and of their opportunity to
4 object to or comment thereon and was the best notice practicable under the circumstances; was
5 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
6 State of California, the United States Constitution, due process, and other applicable law. The
7 Class Notice fairly and adequately described the Settlement and provided Class Members
8 adequate instructions and a variety of means to obtain additional information; provided Class
9 Members with a full opportunity and the means to seek exclusion; and described to Class
10 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
11 full opportunity has been afforded to the Class Members to participate in the Final Approval
12 Hearing, and all Class Members and other persons wishing to be heard have been heard.
13 Accordingly, the Court determines that all Class Members are bound by this Order and
14 Judgment. There are zero (0) objections and one (1) request for exclusion to the class portion of
15 the Settlement.

16 7. The Court has considered all relevant factors for determining the fairness of the
17 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
20 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
21 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
22 considered all evidence presented, including evidence regarding the strength of the Plaintiff’s
23 case; the risk, expense, and complexity of the claims presented; the likely duration of further
24 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
25 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
26 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
27 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
28 Settlement Class and hereby directs implementation of all remaining terms, conditions, and

provisions of the Settlement Agreement.

8. The Court hereby approves the Gross Settlement Amount of \$395,000.00.

9. The Court hereby approves the Net Settlement Amount of \$224,462.31.

10. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$118,500.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

11. The Court hereby approves reimbursement of litigation costs of \$20,357.69 to Class Counsel.

12. The Court hereby approves the payment of costs to the Administrator, Apex Class Action Administration, in the amount of \$6,680.00.

13. The Court hereby approves Class Representative Service Payment in the amount of \$5,000.00 to Plaintiff Daniel Jasso in consideration and exchange for her contributions to the Class. The Court finds these amounts are request fair and reasonable.

14. The Court hereby approves the allocation of \$20,000.00 to the settlement of the PAGA claims, of which \$15,000.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$5,000.00 shall be payable to the Aggrieved Employees.

15. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

16. The following individual who submitted a valid and timely request for exclusion is excluded from the Settlement: Reyna Alcala-Sanchez.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to negotiate their settlement distribution check.

19. If (i) any of the Participating Class Members are current employees of the Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to

1 locate a valid mailing address, the Administrator shall arrange with the Defendant to have those
2 settlement distribution checks delivered to the Participating Class Members at their place of
3 employment.

4 20. Upon entry of Judgment by the Court in accordance with the Settlement
5 Agreement:

6 a. All Participating Class Members, on behalf of themselves and their respective
7 former and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have
9 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained
10 in the course of the Action including, any and all claims involving any alleged (1) failure to pay
11 hourly wages and overtime; (2) failure to provide meal periods; (3) failure to provide rest
12 periods; (4) failure to pay proper sick pay; (5) failure to indemnify; (6) failure to provide
13 accurate written wage statements; (7) failure to timely pay all final wages; (8) unfair
14 competition; and (9) Civil Penalties during the Class Period (“Released Class Claims”). The
15 Released Class Claims apply to claims arising during the Class Period (February 29, 2020,
16 through November 8, 2024).

17 b. All Non-Participating Class Members who are Aggrieved Employees are deemed
18 to release, on behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
20 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
21 the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained
22 in the course of the Action. (“Released PAGA Claims”). The Released PAGA Claims apply to
23 claims arising during the PAGA Period (February 28, 2023, to November 8, 2024).

24 21. The Court further confirms and finds that nothing contained in the Settlement
25 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
26 other Order entered in this action shall in any way or manner constitute an admission that any of
27 the allegations against

28 22. Defendant and each of their former and present agents, directors, officers,

1 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
2 subsidiaries, and affiliates, to any of the claims and causes of action asserted by the Class
3 Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered
4 in evidence in any action or proceeding against Defendant, or any other Released Parties in any
5 court, administrative agency, or other tribunal for any purpose whatsoever, other than to the
6 extent necessary to enforce the provisions of the Settlement Agreement or this Order. This
7 paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or
8 duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

9 23. Neither Defendant nor any related persons or entities shall have any further
10 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability,
11 except as provided in the Settlement Agreement.

12 24. By operation of the entry of this Order, as of the Effective Date, the parties are
13 ordered to perform their respective duties and obligations under the Settlement Agreement.

14 25. The date for the Final Report (Nonappearance) Hearing is June 23, 2027, at 3:00
15 p.m.

1 **JUDGMENT**

2 In accordance with, and for the reasons stated in the Final Approval Order, judgment
3 shall be entered whereby Plaintiff Daniel Jasso, and all Participating Class Members shall take
4 nothing from Defendant, except as expressly set forth in the Settlement Agreement.

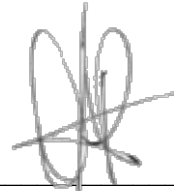
5 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
6 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
7 action, the Plaintiff Daniel Jasso, Class Members, and Defendant, for the purposes of:

8 (a) supervising the implementation, enforcement, construction, and interpretation of
9 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
10 the Final Approval Order, and the Judgment; and

11 (b) supervising distribution of amounts paid under this Settlement.

12 **IT IS SO ORDERED.**

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14 Dated: 7/23/2026



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16 Honorable Oscar A. Pardo
17 Judge of the Superior Court
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