SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LATRIESE CHERI BECKER, LAKEISHA BECKER, ELIZABETH CASTRO, and MAGALI YASMIN MIRANDA-JIMENEZ, on behalf of the State of California and other aggrieved persons,

Plaintiffs,

vs.

ASISTENCIA VILLA POST ACUTE LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2526310

[*Assigned for all purposes to:* Hon. Charlie L. Hill, Jr., Dept. S30]

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

PAGA APPROVAL HEARING:
DATE: February 4, 2027
TIME: 8:30 a.m.
DEPT.: S30

Complaint filed:	September 10, 2025
FAC filed:	November 24, 2025
SAC filed:	September 17, 2026
Trial date:	Not set

The Court, having considered Plaintiffs Latriese Cheri Becker, Lakeisha Becker, Elizabeth Castro, and Magali Yasmin Miranda-Jimenez's ("Plaintiffs") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement," attached as Exhibit 2 to the Declaration of John G. Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiffs, on behalf of themselves, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendant AVPA LLC dba Asistencia Villa Post Acute LLC ("Defendant"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. Aggrieved Employees means all non-exempt, hourly individuals who worked for Defendant in California as an employee at any time during the period beginning September 20, 2024, through September 7, 2026, or an earlier date of Defendant's choosing, as set forth in Section 4.1.1 of the Settlement Agreement.

4. The Court hereby finds that Plaintiffs notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

5. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the

Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

6. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $138,000.00.

7. The Court awards PAGA Counsel Fees to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of one-third (1/3) of the Gross Settlement Amount, currently estimated to be $46,000.00. The Court also awards PAGA Counsel Costs in the amount of $19,617.26. The PAGA Counsel Fees and PAGA Counsel Costs are to be paid from the Gross Settlement Amount.

8. The Court awards PAGA Service Awards of $7,500.00 each, for a total of $30,000.00, to Plaintiffs Latriese Cheri Becker, Lakeisha Becker, Elizabeth Castro, and Magali Yasmin Miranda-Jimenez for their services. Plaintiffs submitted declarations detailing the ways in which they assisted PAGA Counsel in the litigation of the PAGA Action, and the awards are appropriate in light of the stated purpose of PAGA.

9. The Court appoints Apex Class Action LLC to serve as the Settlement Administrator. The Court concludes that the Administration Costs in the amount of $6,500.00 are reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

10. The PAGA Penalties of shall be allocated as follows: 65% of the PAGA Penalties will be paid to the LWDA, and the remaining 35%will be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

11. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties, and the Aggrieved Employees will be deemed to release claims against all Released

Parties, as follows:

a. Plaintiffs' Release: "Plaintiffs and Plaintiffs' respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors, and assigns generally, release and discharge Released Parties from all claims, known and unknown, including but not limited to, claims arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ('Plaintiffs' Release'). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them." Settlement Agreement §§ 5.1, 5.1.1.

b. Release by Aggrieved Employees: "All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice." Settlement Agreement § 5.2.

12. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any

claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgment simply represent a compromise of disputed allegations.

13. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2027. The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ at _____ a.m./p.m.

14. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

15. Plaintiffs are directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

_____
HON. CHARLIE L. HILL, JR.
JUDGE OF THE SUPERIOR COURT