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Electronically Filed by
Superior Court of California,
Contra Costa County
7/17/2026
By: S. Gonzalez, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

STEPHANIE SENNA, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons,

Plaintiff,

v.

THE JOINT CORP. dba "THE JOINT
CHIROPRACTIC MANAGEMENT
COMPANY," a Delaware corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: C23-02194

*Assigned for all purposes to:
Hon. Julia Campins
Dept. 10*

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

FINAL APPROVAL HEARING

Date: July 2, 2026

Time: 9:00 a.m.

Dept: 10

Action Filed: August 31, 2023

FAC filed: October 8, 2025

Trial Date: Not set

1 This matter came on for hearing on July 2, 2026 at 9:00 a.m., in Department 10 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On February 2, 2026, this Court issued a
4 Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
5 Settlement. Plaintiff Stephanie Senna ("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 Further Supplemental Declaration of Arrash T. Fattahi in Support of Motion for
8 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

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 and PAGA Settlement granted on February 2, 2026, and the instant Motion for
12 Final Approval of Class Action and PAGA Settlement, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Revised Order Granting Plaintiff's Motion for Preliminary Approval of
15 Class Action and PAGA Settlement, the Class Notice was sent to each Class Member by First
16 Class mail. These papers informed Class Members of the terms of the Settlement, their right to
17 receive an Individual Settlement 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 Settlement Payment; and (d) appear at the final approval hearing.
20 No Class Member has objected to the proposed Settlement, and no Class Member has requested
21 exclusion.

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

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common to the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representative Stephanie Senna are typical of the
4 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
5 interests of the Class; (e) a class action is superior to other available methods for an efficient
6 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
7 to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all persons
9 currently or formerly employed by Defendant as a non-exempt, hourly employee in the State of
10 California at any time in the Class Period (from March 6, 2019 to December 7, 2024) except those
11 otherwise eligible individuals who have entered into individual settlement agreements of their
12 wage and hour claims and/or executed a Civil Code section 1542 waiver. The Court deems this
13 definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

14 5. The Court hereby confirms Arrash T. Fattahi, Alan Wilcox, and Arman A. Salehi of
15 Wilshire Law Firm, PLC as Class Counsel.

16 6. The Court hereby confirms Plaintiff as the Class Representative.

17 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
18 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
19 found that the Settlement was reached as a result of informed and non-collusive arm's length
20 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
21 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
22 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
23 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
24 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
25 the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court hereby approves that Defendant The Joint Corp., a Delaware corporation
27 doing business as "The Joint Chiropractic Management Company" ("Defendant") shall pay a total
28 of \$1,400,000.00 to resolve this litigation.

1 9. The Court finds and determines that the Individual Settlement Payments to be paid to
2 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby gives final approval to and orders the payment of those amounts to be made to the
4 Settlement Class Members in accordance with the Settlement.

5 10. From the Settlement Amount, the Court finds and determines that payment of
6 \$50,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The allocation is as
7 follows:

8 (a) \$40,000.00 of the payment will be split 75%/25%, the Labor and Workforce
9 Development Agency (“LWDA”) will receive 75% (\$30,000.00), and the remaining 25%
10 (\$10,000.00) will be distributed to Aggrieved Employees (defined as all persons employed by
11 Defendant to work in the State of California in an hourly, non-exempt position at any time from
12 August 31, 2022 through December 7, 2024 (“PAGA Period”)); and

13 (b) \$10,000.00 of the payment will be split 65%/35%, the LWDA will receive
14 65% (\$6,500.00), and the remaining 35% (\$3,500.00) will be distributed to Aggrieved Employees.
15 The Court hereby grants final approval to and orders the payment of the amount in accordance
16 with the Settlement.

17 11. From the Settlement, the Court finds and determines that Participating Class Members
18 and Aggrieved Employees have released the following against Defendant:

19 (a) All Participating Class Members, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
21 and assigns, release Released Parties from all claims arising during the Class Period that were
22 alleged, or reasonably could have been alleged, based on the facts stated in the Complaints,
23 including all associated claims for restitution and equitable relief, liquidated damages, attorneys’
24 fees and costs. Except as set forth in this section of this Agreement, Participating Class Members
25 do not release any other claims, including claims for vested benefits, wrongful termination,
26 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
27 security, workers’ compensation, or claims based on facts occurring outside the Class Period.
28

1 (b) All Aggrieved Employees are deemed to release, on behalf of themselves
2 and their respective former and present representatives, agents, attorneys, heirs, administrators,
3 successors, and signs, the Released Parties from all claims for PAGA penalties arising during the
4 PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated
5 in the Complaints and the PAGA Notice.

6 12. From the Settlement Amount, the Court finds and determines the Class Representative
7 Service Payment of \$5,000.00 to the named Plaintiff is fair and reasonable. The Court hereby grants
8 final approval to and orders the payment of that amount to be paid to the named Plaintiff for her
9 service as a class representative and for her agreement to release claims.

10 13. From the Settlement Amount, the Court finds and determines that the fees and
11 expenses in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount
12 of \$10,825.00 are fair and reasonable. The Court hereby grants final approval to and orders the
13 payment of that amount in accordance with the Settlement.

14 14. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees
15 in the amount of \$350,000.00 and litigation costs in the amount of \$17,659.07. The Court hereby
16 grants final approval to and orders the payment of those amounts in accordance with the
17 Settlement.

18 15. Without affecting the finality of this Order or the entry of judgment in any way, this
19 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
20 administration, effectuation and enforcement of this order and the Settlement.

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

23 17. Neither the making of this Settlement nor the entry into the Settlement constitutes an
24 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
25 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
26 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
27 to carry out the terms of the Settlement be construed as an admission or concession by or against
28 Defendant.

1 18. Upon completion of administration of the Settlement, the Settlement Administrator will
2 provide written certification of such completion to the Court, which shall be filed with the Court
3 seven (7) days before the non-appearance compliance hearing set for **May 13, 2027, at 9:00 a.m.**

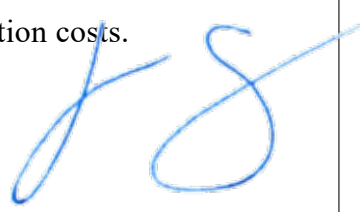
4 19. The Court hereby enters final judgment in accordance with the terms of the Settlement,
5 the Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and
6 PAGA Settlement, and this Order.

7 20. The Court orders that 5% of the attorney's fees (i.e., \$17,500.00) shall be withheld by
8 the Settlement Administrator in an interest-bearing account until such time as the Court orders
9 release of those funds following distribution of the other settlement funds. When those funds are
10 ordered to be released, they shall be sent by the Administrator to Class Counsel, together with any
11 interest earned on said amount.

12 21. The Parties will bear their own costs and attorneys' fees except as otherwise provided
13 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

14 **IT IS SO ORDERED.**

15 Dated: 7/17/2026
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17 Honorable Julia Campins Hon. Julia Campins
18 Contra Costa County Superior Court Judge
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