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FILED
Clerk of the Superior Court

FEB 19 2026

By: N. Calantoc, Deputy

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11
12 **FOR THE COUNTY OF SAN DIEGO**

13 PAULINO NAVES, individually and on
14 behalf of others similarly situated, and as an
15 aggrieved employee and Private Attorney
16 General,

17 Plaintiff,

18 vs.

19 SOL-TI, INC., a Delaware corporation;
20 JUICEDELIVERY, LLC, a California
21 corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No.: 37-2023-00050428-CU-OE-CTL

*Assigned for all purposes to: Hon. Euketa
Oliver, Dept. C-75*

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

Hearing Date: February 13, 2026

Hearing Time: 9:00 a.m.

Department: C-75

Complaint Filed: November 20, 2023

FAC Filed: February 1, 2024

Trial Date: Not Set

~~PROPOSED~~ FINAL ORDER AND JUDGMENT

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court for a hearing and
3 Final Order Approving Class Action and PAGA Settlement (“Final Order”), consistent with the
4 Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint
5 Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Order Granting
7 Plaintiff’s Motion for Preliminary Approval, and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it
9 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “All current and
12 former non-exempt employees of Defendants Sol-Ti, Inc. and Juicedelivery, LLC. (“Defendants”)
13 who were employed by Defendants in the state of California at any time from November 20, 2019,
14 through December 28, 2024.” The term “Participating Class Member” includes all Class Members
15 who did not submit a timely and valid Request for Exclusion as provided in the Settlement.

16 3. The term “PAGA Member” shall mean “All current and former non-exempt
17 employees of Defendants who were employed by Defendants in the state of California at any time
18 from November 20, 2022, through December 28, 2024.”

19 4. This Court has jurisdiction over the subject matter of this Action and over all Parties
20 to this Action, including all Class Members.

21 5. Distribution of the Notice was directed to the Class Members as set forth in the
22 Agreement and the other matters set forth therein have been completed in conformity with the
23 Preliminary Approval Order, including individual notice to all Class Members who could be
24 identified through reasonable effort, and the best notice practicable under the circumstances. The
25 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
26 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
27 and the Notice fully satisfied the requirements of due process. All Class Members, all Released
28 Class Claims, and all Released PAGA Claims are covered by and included within the Settlement

1 and this Final Order.

2 6. The Court hereby finds the Settlement was entered into in good faith pursuant to
3 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
4 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
5 standards and applicable requirements for final approval of this class action settlement under
6 California law, including the provisions of California Code of Civil Procedure section 382 and
7 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
8 *Superior Court*, 4 Cal.3d 800, 821 (1971).

9 7. The Court further finds that the Settlement is fair, adequate, and reasonable and that
10 Plaintiff has satisfied the standards and applicable requirements for final approval of this class
11 action settlement under California law, including the provisions of California Code of Civil
12 Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California
13 state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

14 8. The Court finds that the Settlement has been reached as a result of intensive, serious
15 and non-collusive arms-length negotiations. The Court further finds that the Parties have
16 conducted extensive investigation and research, and counsel for the Parties are able to reasonably
17 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
18 additional substantial costs, as well as avoid the delay and risks that would be presented by the
19 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
20 part of the Settlement and recognizes the significant value to the Class Members. The Court also
21 finds that the Class is properly certified as a class for settlement purposes only.

22 9. Upon the complete funding of the Gross Settlement Amount and all applicable
23 employer-side payroll taxes, Plaintiff and all Participating Class Members, shall release and
24 discharge Defendants Sol-Ti, Inc. and JuiceDelivery, LLC, and their past, present and/or future,
25 direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys,
26 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
27 affiliates, divisions, predecessors, successors, assigns, and joint venturers (the "Released Parties")
28 from all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably

1 could have been alleged, based on the facts asserted in the operative complaint in the Action,
2 including the following claims: (i) failure to pay all regular wages, minimum wages and overtime
3 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
4 provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business
5 expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages
6 timely at time of termination or resignation; (vii) failure to provide timely pay wages during
7 employment; and (viii) unfair business practices that could have been premised on the facts pled
8 in the operative complaint (the “Released Class Claims) that arose between November 20, 2019,
9 and December 28, 2024 (the “Class Period”).

10 10. Upon the complete funding of the Gross Settlement Amount and all applicable
11 employer-side payroll taxes, the LWDA, and the State of California, through Plaintiff as its agent
12 and/or proxy, shall be deemed to have released and discharged the “Released Parties” from all
13 claims under the California Labor Code Private Attorneys General Act of 2004 for civil penalties
14 that could have been premised on the facts alleged in Plaintiff’s November 20, 2023 PAGA Letter
15 to the LWDA and/or the operative complaint in the Action, including but not limited to penalties
16 that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
17 510, 512(a), 1174(d), 1194,1197, 1197.1, 1198, 2800, 2802 (the “Released PAGA Claims”) that
18 arose between November 20, 2022, and December 28, 2024 (the “PAGA Period”).

19 11. Additionally, upon the complete funding of the Gross Settlement Amount and all
20 applicable employer side payroll taxes, Plaintiff agrees—on behalf of himself only—to the
21 additional following General Release: In consideration of Defendants’ promises and agreements
22 as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released
23 Class Claims and Released PAGA Claims and also generally releases and discharges the Released
24 Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any
25 kind which have been or could have been asserted against the Released Parties arising out of or
26 relating to his employment by Defendants or termination thereof, including but not limited to
27 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or
28 wrongful termination of employment. This release specifically includes any and all claims,

1 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and
2 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way
3 connected with the matters referred to herein, whether or not known or suspected to exist, and
4 whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights
5 and benefits afforded by California Civil Code Section 1542, which provides:

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

12 This release specifically excludes claims for unemployment insurance, disability, social
13 security, and workers compensation (with the exception of claims arising pursuant to California
14 Labor Code Sections 132(a) and 4553).

15 12. No Class Member requested to be excluded from the settlement. Accordingly, all
16 Class Members are bound by this final order and Judgement. The last date to timely submit a
17 request for exclusion was November 21, 2025.

18 13. The Court hereby finds that there were no written objections to the Settlement. The
19 last day to submit a written objection to the settlement was November 21, 2025. The Court also
20 notes there were no objections made at the hearing on Final Approval of the Settlement.

21 14. The Court finds the settlement payments provided for under the Agreement to be
22 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the
23 Court orders Defendants to fund the Gross Settlement Amount of \$375,000.00 and all necessary
24 employer-side payroll taxes on the wage portion of Class Members Individual Settlement
25 Payments no later than 14 days following the occurrence of the Effective Date. The Gross
26 Settlement Amount shall be used to provide payments for the Class/PAGA Members Individual
27 Settlement Payments, the class representative incentive payment for Plaintiff, Class Counsel's
28 attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the
California Labor and Workforce Development Agency pursuant to Labor Code Section 2698 et

1 seq. The calculations and the payments shall be made administered in accordance with the terms
2 of the Agreement.

3 15. The Court hereby awards Class Counsel attorneys' fees in the amount of
4 \$125,000.00 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of
5 \$16,389.50 from the Gross Settlement Amount as final payment for and complete satisfaction of
6 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
7 person or entity related to the Action. The Court further orders that the award of attorneys' fees
8 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

9 16. The Court hereby approves and orders a Class Representative Enhancement
10 Payment of \$5,000.00 to Plaintiff Paulino Naves from the Gross Settlement Amount.

11 17. The Court approves and orders the payment in the amount of \$18,750.00 (75% of
12 (\$25,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
13 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
14 remaining \$6,250.00 (25% of \$25,000.00) shall be distributed to the PAGA Members as set forth
15 in the Agreement.

16 18. The Court also hereby approves and orders payment from the Gross Settlement
17 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
18 ILYM Group, Inc. in the amount of \$7,550.00.

19 19. The Court hereby approves and orders payment of individual settlement payments
20 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

21 20. The Court also hereby approves and orders that any checks distributed from the
22 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
23 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
24 California State Controller's Office and held in trust for such Class Members pursuant to
25 California Unclaimed Property Law, Civil Code Section 1500 et seq.

26 21. Provided the Settlement becomes effective under the terms of the Agreement, the
27 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
28 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

1 22. Neither the Settlement nor any of the terms set forth in the Agreement is an
2 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
3 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
4 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
5 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
6 admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing
7 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
8 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
9 an admission or concession with regard to the denials or defenses by Defendants, or any of the
10 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
11 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the
12 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or
13 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or
14 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records
15 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*
16 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

17 23. Without affecting the finality of this Judgment, the Court shall retain continuing
18 jurisdiction over this action and the parties, including all Class Members, and over all matters
19 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
20 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
21 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
22 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
23 for resolution.

24 24. Notice of this Judgment shall be provided by posting the Judgment to the Settlement
25 Administrator's website. ILYM Group, Inc. shall post this Judgment on its website for a period of
26 no less than 180 days.

