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17 individually and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 MAICHEL BENTTON, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 SEVITA HEALTH, formerly known as
18 Mentor Network, Inc.; MENTOR
19 MANAGEMENT, INC., a business form
20 unknown; THE MENTOR NETWORK, INC.,
21 a business form unknown; FIRST STEP
22 INDEPENDENT LIVING PROGRAM, INC,
23 a California Corporation; and DOES 1-50,
24 inclusive,

25 Defendants.

Case Nos. 22STCV06236
ASSIGNED FOR ALL PURPOSES TO:
Hon. Elihu M. Berle
Dept. 6

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 1, 2023
Time: 9:00 a.m.
Dept.: 6

ORDER

This matter came on for hearing on August 1, 2023 at 9:00 a.m. in Department 6 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Stipulation of Settlement (hereinafter "Settlement Agreement").

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Maximum Settlement Amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC AND BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendants
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary Maximum Settlement
8 Amount of \$600,000.00. Defendants will pay out the entirety of the Maximum Settlement Amount
9 to the Participating Class Members and PAGA Employees, less deductions for attorneys' fees and
10 costs, the service payment, reasonable expenses of the third-party Settlement Administrator, and the
11 LWDA for PAGA penalties.

12 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
13 been established to support conditional certification of the Settlement Class for settlement purposes,
14 with Plaintiff acting as the Class Representative.

15 The Court hereby appoints, for settlement purposes, Plaintiff MAICHEL BENTTON as the
16 Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for
17 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
18 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

19 The Class as identified in the Settlement is provisionally certified by this Order.

20 The Court finds that the proposed manner of class notice is adequate.

21 The Court approves CPT Group Class Action Administrators, to serve as the Settlement
22 Administrator.

23 The Court further hereby approves the proposed Notice of Class Action Settlement and
24 Orders to the notice to be mailed to the Settlement Class.

25 The Court finds that the Notice of Class Action Settlement constitutes the best notice
26 practicable under the circumstances, is in full compliance with the laws of the State of California
27 and, to the extent applicable, the United States Constitution and the requirements of due process.
28 The Court further finds that the Class Notice fully and accurately informs the Settlement Class of

1 all material elements of the proposed Settlement, of each Settlement Class Member's right to be
2 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
3 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
4 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
5 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
6 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
7 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
8 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
9 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
10 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
11 documentation in support of or in opposition to and appear in connection with said hearing.

12 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
13 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
14 last known address of the Settlement Class, as specifically described within the Settlement
15 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
16 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

17 Within thirty (30) calendar days of the Court granting preliminary approval of this
18 Agreement, Defendants shall provide the Settlement Administrator with the Class Information for
19 purposes of mailing the Class Notice. The Settlement Administrator shall maintain the Class
20 Information as private and confidential and shall not disclose such data to any persons or entities
21 other than Counsel for Defendants, except that, subject to Defendants' approval, relevant
22 information can be provided to Class Counsel if necessary for Class Counsel to respond to
23 inquiries or requests from Class Members. The Class Information is being supplied solely for
24 purposes of the administration of the Settlement set forth in this Agreement and cannot be used by
25 the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the
26 Class Information will not be used to solicit Class Members to file any claim, charge, or complaint
27 of any kind whatsoever against the Defendants and/or the Released Parties and will only be used
28 to administer the Settlement under the terms provided herein.

1 IT IS FURTHER ORDERED that within ten (10) business days of receipt of the Class
2 Information, the Settlement Administrator will mail copies of the Class Notice via regular First-
3 Class U.S. Mail.

4 IT IS FURTHER ORDERED that any Class Notice returned to the Settlement Administrator as
5 undeliverable with no forwarding address, the Settlement Administrator shall conduct an advanced
6 skip trace to locate the most current address of the person to whom the Notice was addressed
7 within five (5) business days, and, if an updated mailing address is identified, shall resend the
8 Notice to any updated address within three (3) business days of obtaining the updated address.
9 Further, the Settlement Administrator shall promptly re-mail returned notices to the forwarding
10 address affixed thereto. Class Members who receive a re-mailed Class Notice shall have fourteen
11 (14) calendar days from the date of re-mailing to respond or until the Response Deadline has
12 expired, whichever is later.

13 IT IS FURTHER ORDERED that Class Members who disagree with the number of Eligible
14 Pay Periods stated on their Class Notice may provide documentation and/or a written explanation
15 to the Settlement Administrator to show contrary information by the Response Deadline. If there is
16 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
17 adjustment is warranted. The Settlement Administrator shall determine a Class Member's eligibility
18 for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The
19 Settlement Administrator's determination of the eligibility for and amount of any Individual
20 Settlement Payment will be binding upon the Class Members and the Parties. Defendants' records
21 will be given a rebuttable presumption of accuracy.

22 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
23 concerning the administration of the Settlement will be resolved by the Court under the laws of the
24 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
25 in good faith to attempt to resolve the dispute without involving the Court.

26 IT IS FURTHER ORDERED that individuals who fall within the definition of the Class
27 may choose to exclude themselves as Participating Class Members. The Class Notice shall state
28 that Class Members who wish to exclude themselves from the Settlement must submit a to exclude

1 themselves that need not be in any particular form and will be considered a valid request for
2 exclusion so long as it communicates a clear desire by the Settlement Class Member not to be
3 included in the Settlement and/or Settlement Class, and identifies his/her/their full name, address,
4 telephone number, last four digits of the Social Security number, along with his/her/their
5 signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45)
6 calendar day period for the filing of exclusions. Class Members are responsible to maintain a
7 photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any
8 disputes regarding the timeliness of a request for exclusion or whether a written communication
9 constitutes a valid request that cannot be resolved between the Parties shall be determined by the
10 Court, whose determination shall be final

11 IT IS FURTHER ORDERED that every Class Member who does not validly and timely
12 exclude themselves shall be deemed a Participating Class Member. The Parties' counsel shall
13 receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10)
14 calendar days after the Response Deadline.

15 IT IS FURTHER ORDERED that the Class Notice shall state that Class Members who
16 wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in
17 writing. Any written objection ("Notice of Objection") must be mailed to the Settlement
18 Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed
19 the exclusive means for determining that a Notice of Objection was timely received. Any Class
20 Member who makes a timely request for exclusion has waived their right to object. The Objecting
21 Class Member shall inform the Court and the Parties in the objection of (1) full name and current
22 address of the Objecting Class Member; and (2) the specific reason(s) for the objection; and (3)
23 shall also provide any and all evidence and supporting papers (including, without limitation, all
24 briefs, written evidence, and declarations) to be considered by the Court. Any Objecting Class
25 Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or
26 in opposition to the class action settlement, must state so in the objection. Class Members shall
27 have no right to object to the PAGA release or PAGA Payment.

28 IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on December

1 14, 2023 at 09:00 a.m. in Department 6 of the above captioned Courthouse to consider the fairness,
2 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order
3 Granting Preliminary Approval, and to consider the application of Class Counsel for an award of
4 attorneys' fees, costs, and class representative enhancement. The Court may continue the Final
5 Approval Hearing to another date at its discretion.

6 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
7 Final Approval and application for attorneys' fees and costs and class representative enhancement
8 shall be filed with this Court no later than sixteen (16) court days before the date set for the Final
9 Approval Hearing.

10 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
11 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
12 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
13 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
14 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
15 Agreement.

16 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
17 this matter except those contemplated herein and in the Settlement Agreement are stayed.

18 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
19 Hearing from time to time without further notice to the Class.

20 **IT IS SO ORDERED.**

21
22 Dated: _____, 2023

Honorable Elihu M. Berle

JUDGE OF THE SUPERIOR COURT