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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

SHIRLEY GOEMAAT and REHANA
BALUCH, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

ORANGE COUNTY ASSOCIATION FOR
MENTAL HEALTH, a California Corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2019-01106371-CU-BT-CXC

*[Assigned for all purposes to the Hon. Peter
Wilson, Dept. CX101]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
JUDGMENT THEREON**

Date: January 26, 2023

Time: 2:00 PM

Dept: CX101

Complaint filed: October 21, 2019

FAC filed: June 12, 2021

Trial date: None set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On December 22, 2022, at 2:00 p.m., Plaintiffs' unopposed Motion for Final Approval of Class
3 Action and PAGA Settlement ("Motion") came before this Court in *Shirley Goemaat v. Orange County*
4 *Association for Mental Health, et al.*, Orange County Superior Court, Case No. 30-2019-01106371-CU-
5 BT-CXC (the "Action").

6 After full consideration of the Motion and papers filed in support thereof, including the Stipulation
7 of Class and Representative Action Settlement and the Amendment to Stipulation of Class and
8 Representative Action Settlement (collectively, the "Settlement Agreement") attached as Exhibits 1 and
9 2 to the Declaration of Taras Kick, and good cause having been shown, IT IS HEREBY ORDERED that
10 the Motion for Final Approval of Class Action and PAGA Settlement is GRANTED based on the
11 conditions below.

12 **I. RECITALS**

13 On March 4, 2022, Plaintiffs Shirley Goemaat and Rehana Baluch ("Plaintiffs") and Defendant
14 Orange County Association for Mental Health ("Defendant" or "OCAMH") (collectively, the "Parties")
15 entered into a Stipulation of Class and Representative Action Settlement.

16 On March 24, 2022, Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class
17 Action Settlement ("MPA"), which was before this Court on May 5, 2022, and again on June 9, 2022.
18 Following the hearing on May 5, 2022, the Parties made revisions as requested by the Court, including
19 amending the Settlement Agreement to clarify the release provisions. On May 27, 2022, the Parties signed
20 an Amendment to Stipulation of Class and Representative Action Settlement ("Amendment"). Following
21 the hearing on June 9, 2022, additional briefing and revisions to the Class Notice and Proposed Order
22 were completed as the Court requested in its Order dated June 9, 2022.

23 On August 5, 2022, the Court entered its Order Granting Plaintiffs' Motion for Preliminary
24 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), preliminarily approving
25 the terms of the Settlement Agreement, the Class Notice, and the proposed administration procedures and
26 associated deadlines.

27 On December 22, 2022, a Final Approval Hearing was held pursuant to Rule 3.769 of the
28 California Rules of Court to determine whether the Action satisfies the applicable prerequisites for class

1 action treatment under Cal. Code. Civ. Pro. § 382, and whether the proposed Settlement is fundamentally
2 fair, reasonable, adequate, and in the best interests of the Settlement Class Members and should be
3 approved by the Court.

4 **II. FINDINGS**

5 1. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, Class Members,
6 and Defendant.

7 2. The Court finds that the Settlement that has been reached is the result of intensive, non-
8 collusive, arm's-length negotiations. The Court finds that the Settlement is, in all respects, fair, reasonable,
9 and adequate to the Class when balanced against the probable outcome of extensive and costly litigation.
10 Substantial investigation and research have been conducted such that counsel for the Parties are reasonably
11 able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial
12 additional costs by all parties, as well as the delay and risk that would be presented by further prosecution
13 of the Action.

14 3. The Court finds that Plaintiffs have adequately represented the Class and finally appoints
15 Plaintiffs as Class Representatives.

16 4. The Court finds that Taras Kick and Greg Taylor of The Kick Law Firm, APC have
17 adequately represented the Class and finally appoints them as Class Counsel.

18 5. The Court determines that the Parties complied with the distribution of the Class Notice in
19 the manner and form set forth in the Settlement Agreement, as ordered, and that the Class Notice provided
20 to the Class was the best notice practicable under the circumstances, constituted due and sufficient notice
21 to all persons entitled to such notice and that all absent Class Members have been given the opportunity
22 to participate fully in the claims exclusion and the approval process.

23 6. The Court notes that Simpluris, Inc., the Court-appointed Settlement Administrator,
24 achieved a successful deliverable rate of 98.67% when disseminating the Class Notice to the 300 Class
25 Members, as identified in the Declaration of Stephen Gomez Regarding Notice and Settlement
26 Administration ("Simpluris Declaration"), filed in support of the Motion.

27 7. The Settlement Administrator received no objections to the proposed Settlement
28 whatsoever, as identified in the Simpluris Declaration.

8. The Settlement Administrator received no workweek/pay period disputes, as identified in the Simpluris Declaration.

9. The Settlement Administrator received four requests for exclusion from the Settlement (i.e., opt-out requests) from the following individuals: Timothy Scavo, Brian Gilbert, Brent Burgoyne, and Laura Gollaz. These four requests constitute 1.32% of the Class.

10. Accordingly, the Court finds that the reaction of the Class to the Settlement was overwhelmingly favorable.

III. ORDERS

Based on the foregoing recitals and findings, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

11. The Court finally certifies and binds the following Class Members and Class:

All current and former non-exempt employees Defendant employed in the State of California at any time during the period commencing on October 21, 2015 and ending on March 24, 2021 (the “Class Period”).

12. The Court finally binds the State of California as to the following PAGA aggrieved employees (“PAGA Members”):

All current and former non-exempt employees Defendant employed in the State of California at any time during the period commencing on February 7, 2019, and ending on March 24, 2021 (the “PAGA Period”).

13. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* (“PAGA”), this Court now grants final approval of the Settlement as set forth in the Settlement Agreement.

14. Plaintiffs and all participating Class Members, shall have, by operation of this Order and Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all Released Claims set forth in the Settlement Agreement which extends to the limits of the Class Period, from October 21, 2015, through March 24, 2021.

15. The State of California, by and through Plaintiff Goemaat, who is a PAGA Representative, shall have, by operation of this Order and Judgment, fully, finally and forever released, relinquished, and

1 discharged Released Parties from all PAGA Claims set forth in the Settlement Agreement as they relate
2 to the PAGA Settlement.

3 16. The Settlement is not an admission by Defendant of the merits of any claim in the Action
4 or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any
5 action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of
6 liability or an admission that any of Defendant's defenses in the Action are with or without merit, or (b)
7 disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for
8 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and
9 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by
10 the Settlement.

11 17. The Court approves the non-reversionary Gross Settlement Amount ("GSA") of one
12 hundred and seventy-five thousand dollars and zero cents (\$175,000.00) plus the employer-side payroll
13 taxes. The Court approves the amounts of the following disbursements from the GSA as fair and
14 reasonable:

Settlement Administration Costs to the Settlement Administrator	\$6,995.00
PAGA Payment to the CA Labor and Workforce Development Agency	\$15,000.00
PAGA Payments to the PAGA Members	\$5,000.00
Class Representative Service Awards to Plaintiffs (\$10,000 each)	\$20,000.00
Class Counsel Fees Payment to Class Counsel	\$58,333.33
Class Counsel Litigation Expenses Payment to Class Counsel	\$15,000.00

21 a. Individual Settlement Payments to Class Members. The Court approves the methodology
22 used to calculate Class Members' Individual Settlement Payments as detailed in the Settlement Agreement
23 and approves payments of those amounts to Class Members as Individual Settlement Payments for their
24 individual releases of the Released Claims.

25 b. Attorneys' Fees to Class Counsel. The Court awards the requested Class Counsel Fees
26 Payment to Class Counsel. The Declaration of Taras Kick testifies that Class Counsel expended
27 substantially more than the requested amount in attorneys' fees throughout the litigation. Further, the
28 Court notes that Defendant does not oppose this request and no Class Member has objected to the request.

1 The Court determines that the award of such fees is fair and reasonable in recognition of Class Counsel's
2 diligent representation of Plaintiffs and Class Members and the contingent risks Class Counsel undertook
3 in litigating the Action. The Court finds that Class Counsel's request for attorneys' fees is reasonable in
4 light of the benefit obtained for the Class. The Court finds that Class Counsel's hourly rates are reasonable
5 and in line with rates prevailing in the community. The Court further finds that the number of hours Class
6 Counsel spent prosecuting the Action is reasonable. Accordingly, the Court finds that Class Counsel's
7 request for attorneys' fees is reasonable in this case as a percentage of the recovery and also is reasonable
8 under the lodestar method. The fees being awarded to Class Counsel do not represent a positive multiplier
9 to the lodestar despite one being justified here, including because of the risk in this case and the difficulty
10 of the questions involved, the substantial benefit conferred on the Class and the State as a result of the
11 Settlement, and the skill displayed by Class Counsel.

12 c. Class Representative Service Award to Plaintiffs. The Court approves the requested
13 service awards to Plaintiffs Shirley Goemaat and Rehana Baluch, separate and apart from their Individual
14 Settlement Payments and/or Individual PAGA Payments. The Court notes that the declarations filed in
15 support of Plaintiffs' Motion for Preliminary Approval detailed Ms. Goemaat and Ms. Baluch's active
16 involvement in the case, time and effort expended, and risks assumed in order to serve as Class
17 Representatives. The Court further notes that the Class Members were informed of Plaintiffs' requested
18 Service Awards in the Class Notice and no Class Member has objected to Plaintiffs' request. Further, the
19 Court notes that Defendant does not oppose this request.

20 18. The Court hereby approves the plan for transferring uncashed Individual Settlement
21 Payment and Individual PAGA Payment checks to the parties' proposed *cy pres* recipient, Public Counsel,
22 a 501(c)(3) non-profit organization that provides pro bono legal services at sites across California. If a
23 Class Member fails to receive or cash his or her Individual Settlement Payment check or Individual PAGA
24 Payment, then the affected Class Member shall be deemed bound to the Settlement, nonetheless.

25 19. The Court directs and authorizes Counsel for the Parties to utilize all reasonable procedures
26 in connection with the further administration of the Settlement that are not materially inconsistent with
27 either this Order or the terms of the Settlement Agreement.
28

20. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in this Order or in the Settlement Agreement and as later approved by the Court.

21. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over all matters related to the administration and consummation of the Settlement and any claims, asserted in, arising out of, or related to the subject matter of the Action including, but not limited to, all matters related to the final distribution of Settlement funds and the determination of all controversies relating thereto.

22. A non-appearance Status Conference re Final Accounting of Distribution of Settlement Funds is set for November 3, 2023, or _____, 2023, at 9:00 a.m. The Court orders Class Counsel to file the Final Accounting Status Report at least ten (10) days in advance of the Final Accounting hearing. The final report shall include all information necessary for the Court to determine the total amount actually paid to class members and any amounts tendered to the cy pres recipient, Public Counsel.

23. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, this Court GRANTS Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

IV. JUDGMENT

24. The Court hereby enters final judgment in this Action in accordance with the terms of the Settlement Agreement, the Preliminary Approval Order, and this Order ("Final Approval Order").

25. Pursuant to the terms of the Settlement, the Settlement Administrator shall post copies of the Final Approval Order and Final Judgment on its website and Plaintiffs shall cause copies of the Final Approval Order and Final Judgment to be submitted to the LWDA.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____

THE HONORABLE PETER WILSON
JUDGE OF THE SUPERIOR COURT