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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ANGELES

CARRIE PRODROMIDES, an individual,

Plaintiff,

vs.

SHORELINE TREATMENT CENTER, INC.,
a California Corporation; RACHEL LEVI, an
individual, and DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No: 20STCV47287

Hon. Stuart Rice

Dept. 1

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PRIVATE ATTORNEY GENERAL
SETTLEMENT**

Date: June 7, 2024

Time: 10:30 a.m.

Dept.: 1

Complaint Filed: December 10, 2020

Initial Trial Date: None

1 **[PROPOSED] ORDER**

2 This matter coming before the Honorable Stuart M. Rice on _____ in Department
3 1 of the Superior Court, County of Los Angeles, located at 312 North Spring Street, Los Angeles,
4 California 90012, on Plaintiff Carrie Prodromides's ("Plaintiff") Motion for Final Approval of
5 Class Action and PAGA Settlement (the "Final Approval Motion"), and after review and
6 consideration of the parties' fully-executed Settlement Agreement and the papers in support of the
7 Final Approval Motion, due and adequate notice having been given to the Class, and the Court
8 having reviewed and considered the Settlement, all papers filed, the record, proceedings in the
9 above-entitled action ("Litigation" or "Action"), and all oral and written comments received
10 regarding the Settlement, and good cause appearing therefor, IT IS HEREBY ORDERED,
11 ADJUDGED, AND DECREED that:

12 1. Other than the defined terms set forth in this Order, the Court, for purposes of this
13 Order, adopts all defined terms as set forth in the Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, all
15 members of the Settlement Class, and Defendant Shoreline Treatment Center, LLC, Defendant
16 Rachel Levi, and Defendant Odyssey Behavioral Healthcare, LLC ("Defendants").

17 3. The Court finds that the Settlement appears to have been made and entered into in
18 good faith and hereby approves the settlement subject to the limitations on the requested fees and
19 enhancements as set forth below.

20 4. The Parties shall bear their own respective attorneys' fees and costs, except as
21 otherwise provided for in the Settlement and approved by the Court.

22 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
23 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
24 and the Released Parties from all released claims as set forth in the Settlement.

25 6. Soley for purposes of effectuating the Settlement, the Court grants final certification
26 of the following Settlement Class:

27 All current and former non-exempt employees who work or worked for Defendants
28 Shoreline Treatment Center, Inc., Shoreline Treatment Center, LLC, or Odyssey
Behavioral Healthcare, LLC at any Shoreline Treatment Center facility in California
during at any time during the time-period of December 10, 2016 through March 10,

2023, and includes the “Non-Release Benefit Subclass” and the “Release Benefit Subclass.”

The “Non-Release Benefit Subclass” includes:

All non-exempt employees who worked for any of the Defendants during the Class Period but did not sign a Release Benefit Agreement or a Revised Release Benefit Agreement releasing Defendants from the claims raised in the Action and did not receive compensation for releasing Defendants from the claims raised in the Action.

The “Release Benefit Subclass” includes:

All non-exempt employees who worked for any of the Defendants during the Class Period and who signed a Release Benefit Agreement or a Revised Release Benefit Agreement releasing Defendants from the claims raised in the Action or received payments for releasing Defendants from the claims raised in the Action.

7. The Class Period is from December 10, 2016 to March 10, 2023.

8. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

9. No Settlement Class Members have objected to the terms of the Settlement, nor have they requested to be excluded from the Settlement.

10. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate and pay the Net Settlement Payments to each Participating Class Member are fair and reasonable and authorizes the Administrator to pay the Net Settlement Payments to the Participating Class Members in accordance with the terms of the Stipulation.

11. The Court approves the Settlement and finds that it is fair, reasonable, and adequate, and worthy of final approval.

12. The Court DECLARES that the Release Benefit Agreements signed by each Participating Class Member within the Release Benefit Subclass are hereby invalidated, nulled, void, and unenforceable, the Release Benefit Subclass shall now bound by the Participating Class Members’ Release set forth in the Settlement.

1 13. The Court hereby appoints Carrie Prodromides as the Class Representative.

2 14. Plaintiff, the State of California, and all Participating PAGA Members shall have, by
3 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
4 discharged Defendants and the Released Parties from all released PAGA claims as set forth in the
5 Settlement.

6 15. The Court finds the PAGA Settlement is fair and reasonable, and that Plaintiff
7 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
8 (LWDA) and will fully and adequately comply with the notice requirements of California Labor
9 Code section 2699(1).

10 16. The PAGA Period is from May 29, 2019, to March 10, 2023

11 17. The Court hereby approves the PAGA Settlement in the amount of \$25,000.00, with
12 \$18,750.00 to be paid to the LWDA and \$6,250.00 to be paid to the Aggrieved Employees.

13 18. Defendants shall pay the total of \$500,000.00 to fund the Settlement (the “Settlement
14 Fund”), which aggregated with the Total Release Benefit Amount of \$178,484.77, constitutes a
15 “Gross Settlement Amount” valued at \$678,484.77. No later than fifteen (15) days after Final
16 Approval, Defendants shall transmit by wire or electronic transfer, the Settlement Fund of
17 \$500,000, along with employer-side payroll taxes, into a Qualified Settlement Fund account
18 established and maintained by the Administrator.

19 19. Within 30 days after receipt of the Settlement Fund, the Administrator shall disburse
20 pursuant to the terms of the Settlement as follows:

21 (a) From the Settlement Fund, \$18,750.00 shall be paid to the California Labor
22 and Workforce Development Agency, representing 75% of the penalties
23 awarded under the terms of the Settlement pursuant to the Labor Code Private
24 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
25 From the Settlement Fund, the remaining 25% (\$6,250.00) shall be paid to the
26 Aggrieved Employees.

27 (b) From the Settlement Fund, \$7,500.00 shall be paid to the named Plaintiff,
28 Carrie Prodromides for her service as class representative and for her

1 agreement to individually release all claims against Defendants, known or
2 known, pursuant to section 1542 of the California Civil Code.

3 (c) From the Settlement Fund, \$13,000.00 shall be paid to the Settlement
4 Administrator, CPT Group, Inc.

5 20. Neither the Gross Settlement Amount, Settlement Fund, nor the Net Settlement
6 Amount shall revert to Defendants. Any unclaimed funds from any uncashed checks, plus any
7 interest thereon, shall escheat to the California State Controller's Unclaimed Property Fund
8 pursuant to the Unclaimed Property Law in the names of the Class Members after 180 days from
9 mailing.

10 21. The Court confirms Rolando J. Gutierrez and Nicholas L. Ramirez of BROWN WHITE
11 & OSBORN, LLP and Richard Kim from the LAW OFFICE OF RICHARD KIM, PC. as Class Counsel.

12 22. The Court finds that the fees and cost reimbursement requested by Class Counsel are
13 reasonable in light of the benefits provided to the Settlement Class.

14 (a) From the Settlement Fund, \$166,665 shall be paid to Class Counsel as
15 follows: \$138,331.95 issued to Brown White & Osborn, LLP and \$28,333.05
16 to the Law Office of Richard Kim, PC.

17 (b) From the Settlement Fund, \$45,000 shall be paid to Class Counsel as follows:
18 \$2,415.01 to the Law Office of Mike McLachlan, PC, \$1,274.40 to the Law
19 Office of Richard Kim, and \$41,310.59 to Brown White & Osborn, LLP.

20 (c) The Court Orders Defendants to pay Class Counsel a Direct Fee Payment of
21 \$59,494.32 within 15 days The Court grants Final Approval under the terms
22 of the Settlement as follows: \$49,380.29 issued to Brown White & Osborn,
23 LLP and \$10,114.03 to the Law Office of Richard Kim, PC.

24 23. Notice of entry of this Final Approval Order and Judgment shall be given to Class
25 Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s
26 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
27 Order and Judgment.

28 24. Without affecting the finality of this Final Judgment in any way, this Court retains

1 continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement
2 with respect to all Parties to this action, and their counsel of record.

3 25. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted.
4 The Court directs that judgment shall be entered in accordance with the terms of this Order.

5
6 **IT IS SO ORDERED.**

7
8 Dated: _____

HONORABLE STUART M. RICE

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18
5 and not a party to the within suit; my business address is 333 South Hope Street, 40th Floor, Los
6 Angeles, CA 90071.

7 On **May 16, 2024** I served true and correct copies the following document(s) described as:

8 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND
9 PRIVATE ATTORNEY GENERAL SETTLEMENT**

10 on the interested parties in this action as follows:

11 Karina B. Stermann, Esq.
12 *KSterman@ggfirm.com*
13 James W. Hill, Esq.
14 *JHill@ggfirm.com*
15 **GREENBERG GLUSKER FIELDS**
16 **CLAMAN & MACHTINGER, LLP**
17 2049 Century Park East, Suite 2600
18 Los Angeles, CA 90076

19 Richard Kim, Esq.
20 *rkim@richkimlaw.com*
21 **LAW OFFICES OF RICHARD KIM, PC**
22 6131 Orangethorpe Ave., Suite 370
23 Buena Park, CA 90620-4929

24 *Attorneys for Plaintiffs and the Putative
25 Class*

26 *Attorneys for Defendants*
27 *SHORELINE TREATMENT CENTER,*
28 *LLC, f/k/a SHORELINE TREATMENT*
CENTER, INC.; RACHEL LEVI;
ODYSSEY BEHAVIORAL HEALTHCARE,
LLC

1 ☒ **BY ELECTRONIC SERVICE VIA CASEANYWHERE:** Complying with California
2 Rule of Court 2.251 and Code of Civil Procedure § 1010.6, *et. seq.*, and in compliance with
3 the Court's Case Management Order, I caused true and correct copies of the documents to
4 be served through Case Anywhere at www.caseanywhere.com to the email address(es) of
5 the person(s) identified above.

6 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed on **May 16, 2024** at Los Angeles, California.

9 _____
10 Don Adove
11 Type or Print Name

12 _____
13 
14 Signature

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**
LWDA Case No: LWDA-CM-793145-20

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
5 a party to the within suit; my business address is 333 South Hope Street, 40th Floor, Los Angeles, CA
90071.

6 On **May 16, 2024** I served true and correct copies the following document(s) described as:

7 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PRIVATE**
8 **ATTORNEY GENERAL SETTLEMENT**

9 on the interested parties in this action as follows:

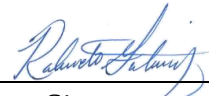
10 Labor and Workforce Development Agency
11 800 Capital Mal, Suite 500
Sacramento, California 95814

12 ☒ **BY ELECTRONIC SUBMISSION:** Complying with CAL. LAB. CODE §§ 2699(l)(4) and
13 2699.3, I caused true and correct copies of the documents to be served on the Labor and
Workforce Development Agency through its online platform at
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

14 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
15 foregoing is true and correct.

16 Executed on **May 16, 2024** at Los Angeles, California.

17 Rolando J. Gutierrez
18 Type or Print Name


19 Signature