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COUNTY OF SAN BERNARDINO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SAN BERNARDINO JUSTICE CENTER

ANETRA APPLEWHITE, GLADYS
CARDENAS, EARNEST C. RHEA, and
KAREN FRANCO individually, and on
behalf of all other aggrieved employees,

Plaintiffs,

v.

STARS BEHAVIORAL HEALTH GROUP,
INC., a California corporation, STAR VIEW
CHILDREN AND FAMILY SERVICES,
INC., a California corporation; STARS
BEHAVIORAL HEALTH GROUP, INC., a
California corporation; VALLEY STAR
BEHAVIORAL HEALTH, INC., a
California corporation; STAR VIEW
BEHAVIORAL HEALTH, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO. CIVDS2017661

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

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1. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement and Release (“Settlement Agreement”). The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the action.

3. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and is fair, reasonable, and adequate. The Court also finds that the Settlement provides genuine and meaningful relief that benefits the public consistent with the purpose of the Private Attorneys General Act of 2004, California Labor Code § 2699, et seq.

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1 4. The Court therefore approves the Settlement as set forth in the Settlement
2 Agreement and directs the Parties to effectuate the Settlement according to the terms set forth
3 in the Settlement Agreement.

4 5. Neither the Settlement nor any of the terms set forth in the Settlement
5 Agreement are admissions by Defendants, or any of the other Released Parties, of liability on
6 any of the allegations alleged in the Action, nor is this Order a finding of the validity of any
7 claims in the Action, or of any wrongdoing by Defendants, or any of the other Released Parties.

8 6. The Court finds that Plaintiffs' Counsel has adequately represented the
9 Plaintiffs, the PAGA Employees, and the LWDA throughout the litigation and for purposes of
10 entering into and implementing the Settlement.

11 7. The Court finds that the Settlement, and in particular the Gross Settlement
12 Amount ("GSA") of \$1,600,000 to be distributed as set forth herein and in the Settlement
13 Agreement, is in all respects fair, reasonable, and adequate and is hereby approved. See
14 California Labor Code § 2699(1)(2).

15 8. Pursuant to the terms of the Settlement, Administration Costs in the amount of
16 \$12,500, which are necessary and reasonable to administer the Settlement, are hereby granted
17 and shall be paid to Xpand Legal Consulting, the designated third-party Settlement
18 Administrator.

19 9. Pursuant to the terms of the Settlement, the requested attorneys' fees in the
20 amount of \$533,333 are reasonable under both the common fund method and the lodestar
21 method. The GSA represents a true and common fund, as Defendants must pay the full GSA
22 and no amount of the GSA will return to Defendants under any circumstances. It is recognized
23 that attorneys who recover a common fund are entitled to a reasonable fee award from the
24 fund. See, e.g., *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478 ("a litigant or a lawyer
25 who recovers a common fund for the benefit of persons other than himself or his client is
26 entitled to a reasonable attorney's fee from the fund as a whole."); *In re Washington Public*
27 *Power Supply Sys. Sec. Litig.* (9th Cir. 1994) 19 F.3d 1291, 1300 ("[T]hose who benefit from
28 the creation of the fund should share the wealth with the lawyers whose skill and effort helped
create it."); *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 ("[W]hen a number of persons are

1 entitled in common to a specific fund, and an action brought by a plaintiff or Plaintiff for the
2 benefit of all results in the creation or preservation of that fund, such plaintiff or Plaintiff may
3 be awarded attorney's fees out of the fund. [Citations.]”).

4 10. Moreover, one-third or more of the common fund is standard in settlements
5 similar to this one. See, e.g., *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480,
6 506 (approving fees of one-third of the common fund); *In re Consumer Privacy Cases* (2009)
7 175 Cal.App.4th 545, 558 n.13 (“Empirical studies show that, regardless whether the
8 percentage method or the lodestar method is used, fee awards in class actions average around
9 one-third of the recovery.”); *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11
10 (recognizing that fee awards in class actions average around one-third of the recovery”).
11 Courts also regularly approve fee awards in excess of one-third of the fund. See, e.g., *Scott, et*
12 *al. v. Kuehne+Nagel, Inc.*, Cal. Sup. Ct. San Bernardino Cty. No. CIVDS1707477 (awarding
13 35% of the common fund); *Cubillas v. Dav-El Los Angeles*, 2018 WL 3760657, at *3-4 (Cal.
14 Sup. Ct.) (awarding 40% of the common fund); *Weber v. Einstein Noah Restaurant Group,*
15 *Inc.*, No. 37-2008-00077680 (San Diego Super. Ct.) (awarding 40% of the common fund);
16 *Crandall v. U-Haul Intl., Inc.*, No. BC178775 (L.A. Super. Ct.) (awarding 40% of the common
17 fund); Cabraser, California Class Actions Practice and Procedures, § 15.03 (Lexis Nexis 2003)
18 (finding that payment of 30% to 45% of the fund amount toward attorneys’ fees has been
determined to be a reasonable amount).

19 11. The Court also finds that the requested attorneys’ fees are reasonable under the
20 lodestar method, or as a crosscheck on the percentage fee. See *Laffitte*, 1 Cal.5th at 506.

21 12. The Court further finds that Plaintiffs’ counsel’s requested litigation costs of
22 \$26,699.97 are reasonable and were necessary to prosecute the action.

23 13. Accordingly, and consistent with California Labor Code § 2699(g)(1), which
24 authorizes an award of attorneys’ fees and costs, the requested attorneys’ fees in the amount
25 of \$533,333 and litigation costs in the amount of \$26,699.97, are hereby granted and the fees
26 and costs to each firm shall be paid to Plaintiffs’ Counsel as follows: \$159,999.90 to the
27 Wheeler Law Firm, APC; \$159,999.90 to The Wand Law Firm, P.C.; \$133,333.25 to Bibiyan
28 Law Group, P.C.; and \$79,999.95 to Bradley/Grombacher LLP.

1 14. Pursuant to the terms of the Settlement, a Service Award in the amount of
2 \$10,000 shall be paid to each of the four Plaintiffs, Anetra Applewhite, Gladys Cardenas,
3 Karen Franco, and Earnest C. Rhea, to recognize their efforts in prosecuting this action for the
4 benefit of the State of California and PAGA Employees, and Plaintiffs' broad general release
5 of all of their individual claims against Defendants. Courts approve comparable service awards
6 in PAGA settlements like this one. See, e.g., *Chandler, et al. v. Compass Group USA*,
7 Stanislaus Cty. Sup. Ct. No. CV-23-003352; *Sanchez v. BSK Associates*, San Bernardino Cty.
8 Sup. Ct. Case No. CIVSB2309732 (Ortiz, J.); *Garcia v. Macy's West Stores, Inc.*, San
9 Bernardino County Superior Court, Case No. CIVDS1515007 (Sept. 13, 2017) (awarding the
10 PAGA plaintiff a service award of \$10,000).

11 15. After deducting Settlement Administration Costs, Attorneys' Fees and Costs,
12 and the Service Awards from the GSA, the remainder of \$987,467.10, consistent with
13 California Labor Code § 2699(i), shall be allocated seventy-five percent (75%) to the LWDA
14 and twenty-five percent (25%) to PAGA Employees. Accordingly, \$740,600.32 shall be paid
15 to the LWDA, and \$246,866.78 shall be paid to PAGA Employees.

16 16. Upon the Funding Date, Plaintiffs, as the representatives for the State of
17 California, and on behalf of PAGA Employees, will forever completely release and discharge
18 Defendants and the Released Parties from any claims for the recovery of civil penalties under
19 the California Private Attorneys General Act, California Labor Code § 2698, et. seq., based
20 on all alleged violations of Labor Code §§201, 201.3, 202, 203, 204, 204b, 205, 205.5, 218,
21 218.6, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246, 432, 510, 512, 558, 1174, 1174.5,
22 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2802, 2698, 2699, 2699.5, 2810.5, IWC
23 Wage Order 4-2001, Sections 3, 4, 7, 11, 12, 14 (suitable seating), Business and Professions
24 Code §§17200, 17201, 17201.5, 17202, 17203, 17204, 17205, 17206, 17207, 17208, only, as
25 alleged in the Operative Complaint, which arose during the PAGA Release Period. This
26 Settlement shall not impact any PAGA Employee's ability to assert California Labor Code
27 claims other than PAGA claims (i.e., a claim brought under California Labor Code § 2698, et.
28 seq.) or any other individual claims that may belong to PAGA Employees.

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1 17. The terms of the Settlement Agreement, and this Order, are binding on the
2 Plaintiffs and PAGA Employees, and those terms shall have res judicata and other preclusive
3 effect in all pending and future claims, lawsuits or other proceedings maintained by or on
4 behalf of PAGA Employees, to the extent those claims, lawsuits or other proceedings
5 constitute Released Claims as set forth in the Settlement Agreement.

6 18. Neither this Order nor the Settlement Agreement (nor any other document
7 referred to herein, nor any action taken to carry out this Order) is, may be construed as, or may
8 be used as, an admission or concession by or against Defendants or the Released Parties of the
9 validity of any claim or actual or potential fault, wrongdoing, or liability. Entering into or
10 carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall
11 not be considered as, or deemed evidence of, an admission or concession as to Defendants'
12 denials or defenses and shall not be offered or received in evidence in any action or proceeding
13 against any party hereto in any court, administrative agency or other tribunal for any purpose
14 whatsoever, except as evidence of the Settlement or to enforce the provisions of this Order
15 and the Settlement Agreement; provided, however, that this Order and the Settlement
16 Agreement may be filed in any action against or by Defendants or the Released Parties to
17 support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement,
18 judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue
19 preclusion or similar defense or counterclaim.

20 19. Judgment in this matter is entered in accordance with the terms of the Settlement
21 Agreement and Approval Order. This judgment is intended to be a final disposition of the
22 above captioned action in its entirety, and it is intended to be immediately appealable.

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20. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order.

IT IS SO ORDERED.

DATED: **APR 11 2025**

JOSEPH T. ORTIZ
HONORABLE JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT