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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 17 2025

Attorneys for Plaintiff Freddie Avila-Olague and the Class

BY 
VALERIE URUENA, DEPUTY

[Additional Counsel listed on the next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

EDITH FRANCO, MONICA ALFARO,
GLORIA ACUNA, FREDDIE AVILA-
OLAGUE, JOSEPH ANZORA, individually,
and on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees, pursuant to the
California Private Attorneys General Act of
2004;

Plaintiffs,

v.

INLAND BEHAVIORAL AND HEALTH
SERVICES, a California Corporation;
TEMETRY LINDSEY, an individual; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2118579 (Lead Case)
Consolidated Case Nos.: CIVSB2128930,
CIVSB2200439, CIVSB2208124,
CIVSB2209128 and CIVSB2218375

**CLASS ACTION UNDER CAL. CIV.
PROC. CODE § 382, ET SEQ. & PAGA
ACTION UNDER CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT, CAL. LAB. CODE § 2698, ET SEQ.**

Honorable Christian Towns
Department S26

**~~[PROPOSED]~~ FINAL APPROVAL
ORDER AND JUDGMENT**

Date: March 17, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: June 24, 2021
FAC Filed: April 16, 2024
Trial Date: None Set

SCANNED

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8 *Attorneys for Plaintiffs Edith Franco, Monica Alfaro,*
9 *Gloria Acuna and Joseph Anzora and the Class*
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1 This matter has come before the Honorable Christian Towns, in Department S26 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 March 17, 2025 at 8:30 a.m., on Plaintiffs Edith Franco, Freddie Avila-Olague, Monica Alfaro,
4 Gloria Acuna, and Joseph Anzoras' (collectively, the "Plaintiffs") Motion for Final Approval of
5 Class Action and PAGA Settlement, Class Counsel Attorneys' Fees and Class Counsel
6 Litigation Expenses, and Class Representative Enhancement Awards ("Motion for Final
7 Approval"). Lawyers *for* Justice, P.C. and Bibiyan Law Group, P.C., appeared on behalf of
8 Plaintiffs, and Greene & Roberts appeared as counsel for Defendants Inland Behavioral and
9 Health Services, Inc., and Temetry Ann Lindsey, Ph.D. (together, the "Defendants").

10 On July 19, 2024, the Court entered an Order Granting Preliminary Approval of Class
11 Action and Representative Action Settlement and Certifying Class for Settlement Purposes Only
12 ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-
13 entitled actions ("Action") in accordance with the Joint Stipulation of Class Action and PAGA
14 Settlement Agreement and General Release and Amendment to Joint Stipulation of Class Action
15 and PAGA Settlement Agreement and General Release (together, the "Settlement,"
16 "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set
17 forth the terms and conditions for settlement of the Action.

18 Having reviewed the Settlement Agreement and duly considered the parties' papers and
19 oral argument, and good cause appearing,

20 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 21 1. The Motion for Final Approval is granted in its entirety.
- 22 2. All terms used herein shall have the same meaning as defined in the Settlement
23 Agreement and the Preliminary Approval Order.
- 24 3. Unless otherwise specified, all citations and references to the PAGA statute that
25 are contained within this motion and supporting papers are to the former version of the PAGA
26 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
27 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
28

2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19, 2024.

4. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied in the Action, with respect to the Class and the Settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined consist of the following individuals: all current and former hourly-paid or non-exempt employees of Defendant IBHS in the State of California employed at any time during the Class Release Period (“Class” or “Class Members”).

5. The “PAGA Members” are hereby defined to consist of the following individuals: all current and former hourly-paid or non-exempt employees of Defendant IBHS in the State of California employed at any time during the PAGA Period (“PAGA Members”).

6. The Court finds that the Court-approved Notice of Class Action Settlement (“Class Notice”) that was provided to the Class Members, fully and accurately informed the Class Members, as well as PAGA Members of all material elements of the Settlement, including and not limited to, Class Members’ right to object to the Settlement, Class Members’ right to seek exclusion from the Class Settlement, and Class Members’ and PAGA Members’ right to dispute the Workweeks and Compensable Pay Periods credited to them; the Class Notice was the best notice practicable under the circumstances; the Class Notice was valid, due, and sufficient notice to all Class Members; and the Class Notice complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

7. This Court has jurisdiction over the Class Members as it pertains to the Action and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the Action.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a

1 whole. More specifically, the Court finds that the Settlement was reached following meaningful
2 discovery and investigation conducted by Lawyers *for* Justice, PC and Bibiyan Law Group, P.C.
3 (together, the “Class Counsel”); that the Settlement is the result of serious, informed,
4 adversarial, and arms-length negotiations between the parties; and that the terms of the
5 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
6 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’
7 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
8 litigation; the amount offered in the Settlement; the extent of investigation and discovery
9 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
10 including the monetary allocations and payments, appear within the range of reasonableness,
11 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
12 against the probable outcome of further litigation relating to certification, liability, and damages
13 issues. The Court has further considered the absence of any objections to the Class and PAGA
14 Action Settlement submitted by Class Members.

15 9. A full opportunity has been afforded to the Class Members to participate in the
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
17 been heard. The Court also finds that the Class Members also have had a full and fair
18 opportunity to exclude themselves from the Class Settlement.

19 10. The Court determines that Plaintiffs and all Class Members who did not submit a
20 timely and valid Request for Exclusion from the Class Settlement (“Participating Class
21 Members”), are bound by the Settlement and by this order and judgment (“Final Approval
22 Order and Judgment”), and thereby, as of the Effective Date, shall fully, finally, and forever
23 release, settle, compromise, relinquish, and discharge the Released Parties, and each of them,
24 from the Released Class Claims.

25 11. The Court finds that Plaintiffs have satisfied the prerequisites under the
26 California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) (“PAGA”),
27 including, and not limited to, providing the California Labor and Workforce Development
28 Agency (“LWDA”) and Defendants with notice of the specific provisions of the California

1 Labor Code alleged to have been violated, including, and not limited to, the facts and theories to
2 support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court
3 also finds that the Settlement Agreement has been submitted to the LWDA in conformity with
4 California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court
5 has also considered and reviewed the PAGA Settlement and the allocation of \$61,272.97 toward
6 civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Penalty
7 Payment”), and the Court finds that they are fair, reasonable, and appropriate, and hereby
8 approved. The Settlement Administrator shall distribute the PAGA Penalty Payment as follows:
9 the amount of \$45,954.73 to the LWDA (“LWDA Payment”), and the amount of \$15,318.24 to
10 the PAGA Members, in accordance with the terms and methodology set forth in the Agreement.

11 12. The Court determines that, Plaintiffs, the State of California (with respect to
12 PAGA Members), and all PAGA Members, are bound by the PAGA Settlement and this Final
13 Approval Order and Judgment, and thereby, as of the Effective Date, shall fully, finally, and
14 forever release, settle, compromise, relinquish, and discharge the Released Parties, and each of
15 them, from the Released PAGA Claims.

16 13. The Court hereby directs that the Settlement be affected in accordance with the
17 Settlement Agreement and the terms and conditions set forth herein.

18 14. The Court finds that payment of Settlement Administration Costs in the amount
19 of \$10,899.12 is appropriate for the services performed and costs incurred and to be incurred for
20 the notice and settlement administration process. It is hereby ordered that the Settlement
21 Administrator, Phoenix Class Action Administration Solutions, shall issue payment to itself in
22 the amount of \$10,899.12, in accordance with the terms and methodology set forth in the
23 Settlement Agreement.

24 15. The Court finds that the Class Representative Enhancement Awards sought are
25 fair and reasonable. It is hereby ordered that the Settlement Administrator issue payment in the
26 amount of \$10,000.00 to Plaintiff Edith Franco, and issue payment in the amount of \$7,500.00
27 each, to Plaintiffs Freddie Avila-Olague, Monica Alfaro, Gloria Acuna, and Joseph Anzora for
28 their Class Representative Enhancement Awards, according to the terms set forth in the

1 Settlement Agreement.

2 16. The Court finds that attorneys' fees in the amount of \$364,574.19 to Class
3 Counsel falls within the range of reasonableness, and the results achieved justify the award
4 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate,
5 and are hereby approved. It is hereby ordered that the Settlement Administrator issue payment
6 in the amount of \$364,574.19 to Class Counsel for attorneys' fees, in accordance with the terms
7 and methodology set forth in the Settlement Agreement. The \$364,574.19 allocated to Class
8 Counsel for attorneys' fees shall be split 50/50 between the two Class Counsel law firms.

9 17. The Court finds that reimbursement of litigation costs and expenses in the
10 amount of \$39,008.45 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
11 that the Settlement Administrator issue payment in the amount of \$39,008.45 to Class Counsel
12 for reimbursement of litigations costs and expenses, in accordance with the terms and
13 methodology set forth in the Settlement Agreement.

14 18. It is hereby ordered that within sixty (60) calendar days after the Effective Date,
15 Defendants shall deposit the Maximum Settlement Amount of \$1,041,640.54 and the
16 employer's share of payroll taxes and contributions with respect to the wage portion of
17 Individual Settlement Payments into an account established by the Settlement Administrator, in
18 accordance with the terms and methodology set forth in the Settlement Agreement.

19 19. It is hereby ordered that within fourteen (14) calendar days following the funding
20 of the Maximum Settlement Amount, the Settlement Administrator will issue payments due
21 under the Settlement and approved by the Court as follows: (a) Individual Settlement Payment
22 checks to Participating Class Members, (b) Individual PAGA Payment checks to PAGA
23 Members, (c) LWDA Payment to the LWDA, (d) Class Representative Enhancement Awards to
24 Plaintiffs, (e) Class Counsel Attorneys' Fees and Class Counsel Litigation Expenses to Class
25 Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in
26 accordance with terms and methodology set forth in the Settlement Agreement.

27 20. Each check issued to a Participating Class Member and/or PAGA Member for
28 his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid for a

1 period of one hundred eighty (180) calendar days from the date of issuance of the check, and
2 after this time period, the check(s) shall be cancelled. The funds associated with checks issued
3 to Participating Class Members and PAGA Members that have not been cashed or deposited
4 within the 180-day period shall be transmitted to San Bernardino County - Court Appointed
5 Special Advocated for Children (“CASA”) as a *cy pres* recipient pursuant to California Code of
6 Civil Procedure 384. All Participating Class Member and PAGA Members shall be bound by
7 the terms and conditions of the Settlement Agreement regardless of whether or not they cash or
8 otherwise negotiate their Individual Settlement Payment check and/or their Individual PAGA
9 Payment check.

10 21. After entry of this Final Approval Order and Judgment, pursuant to California
11 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
12 implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
13 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise
14 and adjudicate any dispute arising from or in connection with the distribution of settlement
15 benefits.

16 22. Individualized notice of this Final Approval Order and Judgment is not required.
17 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
18 the Settlement Administrator’s website for a period of at least sixty (60) calendar days after the
19 date of entry of this Final Approval Order and Judgment. Class Counsel shall also submit a
20 copy of the Final Approval Order and Judgment to the LWDA in accordance with California
21 Labor Code section 2699(1)(3).

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23. A Final Compliance Hearing is set for Dec 3, 2025 at 8:30 (a.m./p.m.) in
Department S26. Class Counsel shall submit an accounting report regarding the status of the
funding and disbursement of the Settlement at least ~~five~~ ^{ten} court days prior to the Final
Compliance Hearing.

IT IS SO ORDERED.

DATE: 3/17/2025

C. Towns
The Honorable Christian Towns
Judge of the San Bernardino County Superior
Court of California