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FILED
Superior Court of California
County of Los Angeles
10/03/2023

David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KAYLA BEREAL-MURRAY, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

FIVE ACRES – THE BOYS’ AND
GIRLS’ AID SOCIETY OF LOS
ANGELES COUNTY; and DOES 1
through 20, inclusive,

Defendants.

Case No. 21STCV20832

*Assigned for all purposes to
Hon. Judge Stuart M. Rice
Dept. 1*

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

1 This Motion for Final Approval of Class Action Settlement came on for hearing on
2 October 2, 2023, at 10:30 a.m., in Department 1 of the above-captioned Court. Consistent with
3 the Joint Stipulation of Settlement (“Settlement Agreement”) entered into by Plaintiff Kayla
4 Bereal-Murray and Defendant Five Acres – The Boys’ and Girls’ Aid Society of Los Angeles
5 (“Defendant”), a copy of which was filed in conjunction with the Plaintiff’s Motion for Final
6 Approval of Class Action Settlement, and due and adequate notice having been given to all
7 Settlement Class Members as required in the Preliminary Approval Order, it is hereby
8 ORDERED, ADJUDGED, AND DECREED as follows:

9 1. All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 2. The Court finds and determines that the terms of the Settlement are fair,
12 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
13 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
14 should be and hereby are ordered to be consummated, as set forth in its Final Approval Order.

15 3. The Court has certified a Settlement Class, as that term is defined in and by the
16 terms of the Settlement Agreement as all residential treatment counselors and crisis intervention
17 specialists who were employed by Defendant at any time from December 7, 2016, through
18 April 6, 2023.

19 4. From the Gross Settlement Amount, payments to Class Counsel for an
20 award of reasonable attorneys’ fees in the amount of \$78,333.00 and reimbursement of
21 reasonable litigation-related costs and expenses in the amount of \$10,795.00 are approved.

22 5. From the Gross Settlement Amount, payment of \$8,000.00 from settlement
23 administration costs to ILYM Group, Inc. is approved.

24 6. The Court finds and determines the Class Representative Enhancement Award of
25 up to \$5,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
26 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
27 Settlement Agreement.

28 7.

1 8. From the Gross Settlement Amount, payments of civil penalties to the
2 California Labor and Workforce Development Agency in the amount of \$12,000.00 and
3 \$4,000.00 to the PAGA Group are approved.

4 9. All Individual Settlement Payments to Participating Class Members shall be
5 carried out in accordance with the terms of the Parties' Agreement.

6 10. Any Uncashed checks, subject to Court approval, shall be distributed to the
7 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
8 California Civil Code § 1500, *et. Seq.* for the benefit of those Participating Class Members and
9 PAGA Group Members who did not cash their checks until such time that they claim their
10 property.

11 11. All Settlement Class Members were given a full and fair opportunity to
12 participate in the approval hearing. As of the date Defendant funds the Gross Settlement Amount,
13 Named Plaintiff and the Settlement Class will have released Defendant, and its past, present,
14 and/or future owners, officers, directors, managing agents, donors, funders, state agencies,
15 trustees, payroll processors, independent contractors, members, managers, shareholders,
16 employees, attorneys, insurers, assigns, shareholders, successors, predecessors, and agents,
17 Defendant's past, present, and/or future parent, subsidiary, or affiliated entities, DBAs and
18 franchisors, and each of their owners, officers, directors, managing agents, trustees, payroll
19 processors, independent contractors, members, managers, employees, attorneys, insurers, assigns,
20 shareholders, successors, predecessors and agents (the "Released Parties") from any and all
21 claims, damages, or causes of action alleged in, or arising out of, the allegations in the Complaint
22 filed in the Action, which were alleged or that could have been alleged by Plaintiff and/or any
23 Participating Class Member in the Complaint based on any of the factual allegations contained
24 therein, including, but not limited to, claims under state, federal (i.e., Fair Labor Standards Act
25 ("FLSA")) or local law, including, but not limited to claims for unpaid wages, claims for the
26 failure to pay minimum wages, claims for the failure to pay overtime wages, claims related to
27 missed meal and rest breaks or periods and nonpayment of premium pay for such, failure to
28 comply with itemized employee wage statement provisions, failure to pay wages due at

1 separation, failure to timely pay wages during employment, failure to keep requisite payroll
2 records, the failure to reimburse for business expenses, and unfair competition. The Released
3 Claims specifically include, but are not limited to, all claims arising under California Labor Code
4 sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
5 1194.2, 1197, 1197.1, 1198, 1199, 2800 and 2802, the Wage Orders of the California.

6 12. All PAGA Group Members shall release the Released Parties from any and
7 all claims for civil penalties alleged in, or arising out of, the allegations in the PAGA Notice
8 submitted by Plaintiff to the LWDA on or around June 1, 2021, which were alleged or that could
9 have been alleged by Plaintiff under PAGA based on the California Labor Code violations
10 alleged in the PAGA Notice sent by Plaintiff to the LWDA; those being California Labor Code
11 sections 201, 202, 203, 204, 210, 218.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
12 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, 2698, *et seq.*, the IWC Wage Orders, as well as
13 all facts, theories, or claims for civil penalties that would be considered administratively
14 exhausted under applicable law by the PAGA Notice Plaintiff sent to the LWDA.

15 13. The following individual opted-out of the Settlement and will not be bound
16 by the Class Release, but will be bound by the PAGA Release: Steven Vann.

17 14. Without affecting the finality of this order or the entry of judgment in any way,
18 the Court retains jurisdiction of all matters relating to the interpretation, administration,
19 implementation, effectuation, and enforcement of this Judgment and the Settlement Agreement.

20 15. The Court hereby enters final judgment in accordance with the terms of the
21 Settlement Agreement, pursuant to Cal. Rules of Court, Rule 3.769(h), and the Order Granting
22 Final Approval of Class Action Settlement.

23 16. Settlement Administrator is ordered to post a copy of the Judgment on its
24 website for a period of at least 30 days from the date the Judgment is executed in compliance
25 with Cal. Rules of Court, Rule 3.771(b).

26 17. Court will retain jurisdiction to oversee administration and enforcement of
27 the terms of the settlement and the Court's orders.
28

1 18. Upon completion of administration of the Settlement, the Settlement
2 Administrator will provide written certification of such completion to the Court and counsel for
3 the Parties which shall be filed with the Court five (5) court days before the Non-Appearence
4 Case Review re: Final Report re: Distribution of Settlement Funds hearing set for **April 18,**
5 **2024** in the above-entitled Court.

6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



Handwritten signature of Stuart M. Rice.

8 DATED: October 3, 2023

Stuart M. Rice / Judge

Honorable Stuart M. Rice
JUDGE OF THE SUPERIOR COURT