

PLAINTIFF/PETITIONER: Rene Reyes, et al.
 DEFENDANT/RESPONDENT: Inland Psychiatric Medical Group

CASE NUMBER:
 CIVSB2123455/Dept. S26

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE SEPARATE PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

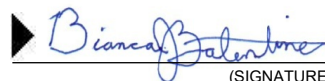
5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: November 24, 2025

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs and the Class

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

NOV 17 2025

BY 
VALERIE URUENA, DEPUTY

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

RENE REYES, individually, and on behalf of
other members of the general public similarly
situated and on behalf of all other aggrieved
employees pursuant to the California Private
Attorney General Act; ANGIE MEDINA,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

INLAND PSYCHIATRIC MEDICAL
GROUP, an unknown business entity; and
DOES 1 through 100, inclusive,
Defendants.

Case No.: CIVSB2123455

Honorable Christian Towns
Department S26

CLASS ACTION

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

Date: November 12, 2025
Time: 8:30 a.m.
Department: S26

Complaint Filed: August 9, 2021
FAC Filed: November 21, 2024
Trial Date: None Set

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 November 12, 2025 at 8:30 a.m., on Plaintiffs Rene Reyes and Angie Medina (together,
4 "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees
5 and Litigation Costs, and Enhancement Payments ("Motion for Final Approval").
6 Lawyers for Justice, PC, appeared on behalf of Plaintiffs and the Class, and Thakur Law Firm,
7 APC appeared on behalf of Defendant Inland Psychiatric Medical Group ("Defendant").

8 On June 12, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled actions in accordance with the Joint Stipulation of Class
11 Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"), which,
12 together with the exhibits annexed thereto set forth the terms and conditions for settlement of the
13 Actions.

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

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

17 1. The Motion for Final Approval is granted in its entirety.

18 2. This Final Approval Order and Judgment incorporates by reference the
19 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
20 terms used, but not defined, herein shall have the same meanings as in the Settlement
21 Agreement and Preliminary Approval Order.

22 3. Unless otherwise specified, all citations and references to the Private Attorneys
23 General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") are to the version
24 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does
25 not apply to the Actions, or the Settlement pursuant to California Labor Code section
26 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency
27 ("LWDA") was filed prior to June 19, 2024.

28 ///

1 4. This Court has jurisdiction over the Class Members as it pertains to the Action
2 and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the
3 Actions as it pertains to the Actions and the claims asserted in the Actions.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all current and former non-exempt employees employed
9 by Defendant in California who worked at any time during the Class Period (“Class” or “Class
10 Members”).

11 6. The PAGA Group Members for purposes of the PAGA Settlement are hereby
12 defined to consist of the following individuals: all current and former non-exempt employees
13 employed by Defendant in California who worked at any time during the PAGA Period.

14 7. The Court finds that the Court-approved Notice of Class Action Settlement
15 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the
16 Class Members of all material elements of the Settlement, of their opportunity to participate in
17 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the
18 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was
19 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
20 State of California, the United States Constitution, due process and other applicable law. The
21 Class Notice fairly and adequately described the Settlement and provided the Class Members
22 with adequate instructions and a variety of means to obtain additional information.

23 8. Pursuant to California law, the Court hereby grants final approval to the
24 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
25 Class as a whole. More specifically, the Court finds that the Settlement was reached following
26 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
27 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
28 arms-length negotiations between the parties. In so finding, the Court has considered all of the

1 evidence presented, including evidence regarding the strength of Plaintiffs' claims; the risk,
2 expense, and complexity of pursuing the claims presented; the likely duration of further
3 litigation; the amount offered in the Settlement; the extent of investigation and discovery
4 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
5 including the monetary allocations and payments, appear within the range of reasonableness,
6 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
7 against the probable outcome of further litigation relating to certification, liability, and damages
8 issues. The Court has further considered the absence of any objections by the Class Members to
9 the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in
10 accordance with the Settlement Agreement and the following terms and conditions.

11 9. A full opportunity has been afforded to the Class Members to participate in the
12 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
13 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
14 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
15 Members who did not submit a timely and valid Request for Exclusion from the Class
16 Settlement ("Settlement Class Members"), waive, release, and discharge the Released Parties of
17 the Released Claims.

18 10. The Court finds that Plaintiff Rene Reyes has satisfied the prerequisites under
19 PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the
20 specific provisions of the California Labor Code alleged to have been violated, including, and
21 not limited to, the facts and theories to support the alleged violations, in conformity with
22 California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has
23 been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant
24 to California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA
25 Settlement and the allocation of \$250,000.00 toward civil penalties under the California Private
26 Attorneys General Act of 2004 ("PAGA Penalties"), and the Court finds that they are fair,
27 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall
28 distribute the PAGA Penalties as follows: the amount of \$187,500.00 to the LWDA ("LWDA

1 Payment”), and the amount of \$62,500.00 to the PAGA Group Members (“Employee PAGA
2 Amount”), in accordance with the terms and methodology set forth in the Agreement.

3 11. The Court determines that, upon the Effective Date and full funding of the Gross
4 Settlement Amount, Plaintiffs and all Settlement Class Members, waive, release, and discharge
5 the Released Parties of the Released Class Claims.

6 12. The Court determines that, upon the Effective Date and full funding of the Gross
7 Settlement Amount, Plaintiffs, the State of California, and all PAGA Group Members, waive,
8 release, and discharge the Released Parties of the Released PAGA Claims.

9 13. The Court hereby directs that the Settlement be affected in accordance with the
10 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
11 herein.

12 14. The Court finds that payment of Administration Costs in the amount of
13 \$7,500.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”), is appropriate for the
14 services performed and costs incurred and to be incurred for the notice and settlement
15 administration process, and is hereby approved. It is hereby ordered that the Settlement
16 Administrator shall issue payment to itself in the amount of \$7,500.00, in accordance with the
17 terms and methodology set forth in the Settlement Agreement.

18 15. The Court finds that the Enhancement Payments in the amount of \$7,500.00 each
19 to Plaintiffs Rene Reyes and Angie Medina are fair and reasonable, and hereby approved. It is
20 hereby ordered that the Settlement Administrator issue payment in the amount of \$7,500.00
21 each to Plaintiffs Rene Reyes and Angie Medina for their Enhancement Payments, according to
22 the terms set forth in the Settlement Agreement.

23 16. The Court finds that attorneys’ fees in the amount of \$560,000.00 to Class
24 Counsel falls within the range of reasonableness and that the results achieved justify the award
25 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
26 payment in the amount of \$560,000.00 to Class Counsel for attorneys’ fees, in accordance with
27 the terms and methodology set forth in the Settlement Agreement.

28 ///

1 17. The Court finds that reimbursement of litigation costs and expenses in the
2 amount of \$26,788.81 to Class Counsel is reasonable, and hereby approved. It is hereby
3 ordered that the Settlement Administrator issue payment in the amount of \$26,788.81 to Class
4 Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and
5 methodology set forth in the Settlement Agreement.

6 18. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
7 Defendant shall deposit the Gross Settlement Amount of \$1,600,000.00 into an interest-bearing
8 account established by the Settlement Administrator, in accordance with the terms and
9 methodology set forth in the Settlement Agreement.

10 19. It is hereby ordered that within ten (10) calendar days following the funding of
11 the Gross Settlement Amount, the Settlement Administrator will issue payments due under the
12 Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
13 Settlement Class Members, (b) Individual PAGA Payments to PAGA Group Members, (c)
14 LWDA Payment to the LWDA, (d) Enhancement Payments to Plaintiffs, (e) Attorneys' Fees
15 and Litigation Costs to Class Counsel, and (f) Administration Costs to itself, in accordance with
16 terms and methodology set forth in the Settlement Agreement.

17 20. Any checks issued by the Settlement Administrator to Settlement Class Members
18 and PAGA Group Members will be valid and negotiable for one hundred and eighty (180) days
19 after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated
20 with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks will be
21 paid to Legal Aid Association of California, after the Court enters an order approving the
22 parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance
23 with California Code of Civil Procedure Section 384. All Settlement Class Members shall be
24 bound by the terms and conditions of the Class Settlement regardless of whether or not they
25 cash or otherwise negotiate their Individual Settlement Payment checks. All PAGA Group
26 Members shall be bound by the terms and conditions of the PAGA Settlement regardless of
27 whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

28 ///

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

7 22. Individualized notice of this Final Approval Order and Judgment is not required.
8 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
9 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
10 date of entry of this Final Approval Order and Judgment.

11 23. A Final Compliance Hearing is set for 8/19/2026 at
12 8:30 0 a.m./p.m. in Department S26. Class Counsel shall submit the Settlement
13 Administrator's accounting report regarding the status of the funding and disbursement of the
14 Settlement at least five (5) court days prior to the Final Compliance Hearing.

15 **IT IS SO ORDERED.**

16 NOV 17 2025
17 DATE: _____

18 C. Towns
19 The Honorable Christian Towns
20 Judge of the San Bernardino County Superior
21 Court of California
22
23
24
25
26
27
28

EXHIBIT 2



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
sanbernardino.courts.ca.gov

PORTAL MINUTE ORDER

Case Number: CIVSB2123455

Date: 11/17/2025

Case Title: ***COMPLEX*** Rene Reyes -v- Inland Psychiatric
Medical Group

Department S26 - SBJC	Date: 11/17/2025	Time: 8:30 AM	Motion for Final Approval of Class Action Settlement
-----------------------	------------------	---------------	---

Judicial Officer: Christian Towns
Judicial Assistant: Valerie Uruena
Court Reporter: Not Reported or Recorded
Court Attendant: Alfie Cervantes

Appearances

Attorney Helene Mayer appears by Zoom for Plaintiff Rene Reyes
Attorney Pamela Tahim Thakur appears by CourtCall for Defendant Inland Psychiatric Medical Group

Proceedings

Remote Hearing Held Via Court Call
Party appeared by audio and/or video

Rene Reyes's Motion for final approval of class action settlement is heard.
The Court has read and considered Motion and Supporting Documents
No opposition presented.

Court Finds

Rene Reyes's Motion for final approval of class action settlement is granted.
Parties are instructed to submit a declaration re: distribution of funds 15 days prior to the next hearing.

-

Plaintiff's Counsel to prepare and serve notice of ruling.

-

Order Filed Re:
Order Granting Motion for Final Approval of settlement

-

Court makes the following orders:
Stipulated Judgment Before Trial

Hearings

Hearing re: Final Distribution of Funds set for 8/19/2026 at 8:30 AM in Department S26 - SBJC

Notice to be given by Plaintiff's Counsel

== Minute Order Complete ==