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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF EL DORADO**

16 KARLA TYSON and JESSICA RAYE LUCIA,
17 on behalf of themselves and all others similarly
18 situated,

19 Plaintiffs,

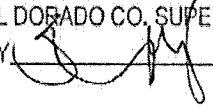
20 v.

21 SUMMITVIEW CHILD & FAMILY
22 SERVICES, INC., a California Corporation; and
23 DOES 1-50, inclusive.

24 Defendants.

FILED

AUG 16 2024

EL DORADO CO. SUPERIOR COURT
BY  (DEPUTY)

CASE NO.: PC 20210500

(Consolidated With Case No. 22CV0636)

**AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
SETTLEMENT; AND ENTRY OF
JUDGMENT AS TO BOTH THE TYSON
AND LUCIA ACTIONS**

Hearing Information:

Date: ~~August 2, 2024~~ 8-16-2024

Time: 8:30 a.m.

Dept.: 9

ELECTRONICALLY RECEIVED
Superior Court of California,
County of El Dorado
07/11/2024 at 04:46:58 PM
By: Courtney Alila, Deputy Clerk

AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; ENTRY OF
JUDGMENT

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for a
3 hearing in Department 9 of the above-entitled court. The Final Approval Motion was unopposed
4 by Defendant Summitview Child & Family, Inc.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
19 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
20 defined community of interest among the Class Members in questions of law and fact. The
21 Court, therefore, certifies the following Class, for settlement purposes only:

22 "All current and former non-exempt employees of Defendant in
23 the State of California at any time between September 14, 2017,
24 until August 31, 2023."

25 4. The Court deems this definition sufficient for purposes of California Rules of
26 Court, rule 3.765(a).

27 5. With respect to the Class, and for purposes of approving this Settlement, this
28 Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous

1 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
2 Class Members, and there is a well-defined community of interest among the Class Members
3 with respect to the subject matter of the Action; (c) the claims of the Class Representatives are
4 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
5 adequately protected the interests of the Class Members; (e) a class action is superior to other
6 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
7 for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the
8 Plaintiffs in their individual and representative capacity and for the Settlement Class.

9 6. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and fully met the requirements of California law
12 and due process under the California and United States Constitution. Based on evidence and
13 other material submitted, the actual notice to the class was adequate.

14 7. The Court finds that the instant Action presented a good faith dispute of the
15 claims alleged, and the Court finds in favor of settlement approval.

16 8. The Released Class Claims on behalf of the Participating Class Members
17 included:

- 18 a. all claims that were pled in the Complaint and all claims that could have been
19 alleged in the Complaint based on the facts alleged therein, including, but not
20 limited to, claims for failure to pay all minimum wages, failure to pay
21 overtime wages, meal and rest break violations, failure to pay or timely pay all
22 owed and due wages during employment and upon separation of employment,
23 failure to reimburse necessary business expenses, failure to provide accurate
24 itemized wage statements, and unfair competition including unlawful business
25 practices.

26 9. The Released PAGA Claims on behalf of the Aggrieved Employees included:

- 27 a. all claims for civil penalties pursuant to PAGA based on the allegations stated
28 in the PAGA Notice and that were or could have been pled in the Complaint

1 based on the facts alleged therein , including but not limited to claims for
2 failure to pay minimum wages, failure to pay overtime wages and/or failure to
3 pay such wages at the correct rate(s) of pay, failure to timely pay wages
4 during employment and when employment ends, failure to reimburse business
5 expenses, meal and rest break violations, failure to provide accurate itemized
6 wage statements, unfair and unlawful business practices, and reporting time
7 pay/practices.

8 10. There were no Objections and zero Request for Exclusion to the Settlement. All
9 Class Members are Participating Class Members, who are entitled to an Individual Class
10 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
11 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

12 11. The Court approves the Settlement, as set forth in the Settlement Agreement and
13 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
14 Parties are directed to perform in accordance with the terms set forth in the Settlement
15 Agreement.

16 12. The Parties are to bear their own costs, except as otherwise provided in the
17 Settlement Agreement.

18 13. By this Judgment, the Class Representatives shall release, relinquish, and
19 discharge, and each of the Class Members shall be deemed to have, and by operation of the
20 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all
21 Released Class Claims, as defined in the Settlement Agreement.

22 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
23 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
24 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
25 Participating Class Members as an admission of, or evidence of, the validity of any of the
26 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
27 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
28 Representatives or Participating Class Members as an admission of, or evidence of, any fault or

1 omission of Defendant or any of the other Released Parties in any civil, criminal, or
2 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
3 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
4 this Action in any other action that may be brought against it or them in order to support a
5 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
6 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
7 or similar defense or counterclaim.

8 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
9 \$300,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
10 \$100,000, Class Counsel Litigation Expenses of \$14,887.17, Service Payments for Class
11 Representatives (Karla Tyson and Jessica Raye Lucia) of \$10,000 each, an Administrator
12 Expenses Payment of \$10,000 to ILYM Group, Inc., and \$7,500 to the LWDA for PAGA
13 penalties and \$2,500 to the Aggrieved Employees for PAGA Penalties. Defendant does not
14 oppose these requests. In addition, and concurrently with paying the Settlement Amount,
15 Defendant shall separately pay all employer payroll taxes owed on the Wage Portions of the
16 Individual Class Payments, which shall be reported through the Settlement Administrator. The
17 Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the
18 payments set forth below from the Settlement Amount:

- 19 A) \$100,000 to Class Counsel for Class Counsel Fee Payment in light of the
20 benefit obtained on behalf of the Class;
21 B) \$14,887.17 to Class Counsel for the Class Counsel Litigation Expenses,
22 which shall allocated as follows: \$12,144.65 Bokhour Law Group and
23 \$2,742.52 to Domb Rauchwerger LLP;
24 C) \$10,000 to each Class Representative as a Service Payment;
25 D) \$10,000.00 to the Settlement Administrator, ILYM Group, Inc.;
26 E) \$7,500 to the LWDA;
27 F) \$2,500 to the Aggrieved Employees on a pro rata basis;
28

1 G) After deducting the foregoing payments from the Settlement Amount, the
2 remainder shall form the Net Settlement Amount payable to the
3 Participating Class Members as set forth in the Settlement Agreement and
4 as calculated by the Settlement Administrator.

5 16. The Settlement Administrator is directed to calculate the Participating Class
6 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
7 Payments and issue all payments within in accordance with the Settlement Agreement and this
8 Order/Judgment.

9 17. Concurrently with mailing the settlement checks to the Participating Class
10 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
11 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
12 check for the Participating Class Members, noting the following: "Please be advised that on
13 [insert date], 2024, the Superior Court of California for the County of El Dorado entered
14 Judgment in the case entitled *Tyson et al. v. Summitview Child & Family Services, Inc.*, Case No.
15 PC2020500, consolidated with *Lucia v. Summitview Child & Family Services, Inc.*, Case No.
16 22CV0636, on behalf of "All current and former nonexempt employees employed by
17 Summitview Child & Family, Inc., in California at any time during the Class Period of
18 September 14, 2017, until August 31, 2023."

19 18. Participating Class Members and Aggrieved Employees shall have 180 days to
20 negotiate the settlement check from the date of issuance by the Settlement Administrator. In the
21 event that a Class Member does not negotiate his/her check within this time period, the check
22 will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as
23 a result of a failure to timely cash a settlement check shall be paid to the California State
24 Controller's Unclaimed Property Fund in the name of the Settlement Class Member.

25 19. The following dates shall govern for purposes of implementing this
26 Order/Judgment, assuming that no notice of appeal of the Judgment in this matter is filed:

27 Date Final Order is Entered and Becomes Final	The Effective Date occurs.
28 Within seven days after receipt of payment	Settlement Administrator to issue all

	Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payment is issued	Deadline for Class Members to cash checks.
TBD G.S. filed as served all party by 7/25/25	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: 8/22/25 Time: 8:30 a.m. p.m. G.S. in Dept. 9	OSC re: Compliance with the Order and status of disbursements.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 8/16/24

JUDGE OF THE SUPERIOR COURT
GARY SLOSSBERG

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

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Executed on July 11, 2024, at Los Angeles, California.

Carlos Garcia