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6 Attorneys for Plaintiffs, BRIGIT NAVARRO and
7 THADDIUS MUELLER, on behalf of themselves and
all others similarly situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SACRAMENTO**

10
11 BRIGIT NAVARRO, an individual and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 CRESTWOOD BEHAVIORAL HEALTH,
INC., a Delaware corporation doing business as
16 IDYLWOOD CARE CENTER; HELIOS
HEALTHCARE, LLC, a California limited
17 liability company doing business as
IDYLWOOD CARE CENTER; and DOES 1
18 through 100 inclusive,

19 Defendants.

) Case No. 34-2021-00312914

) Assigned for All Purposes To:

) Judge: Jill H. Talley

) Dept: 23

) **[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

) Action Filed: December 17, 2021

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter came before the Honorable Jill H. Talley in Department 23 of the above-
3 entitled Court for a hearing on plaintiffs Brigit Navarro and Thaddius Mueller (“Plaintiffs”)
4 Motion for Approval of PAGA Settlement (“Motion for Approval”). The Court having reviewed
5 the Motion for Approval, the Joint Stipulation of PAGA Settlement (“Agreement” or
6 “Settlement”), the papers, the arguments of counsel, and all other evidence and matters presented,
7 and good cause appearing:

8 **IT IS ORDERED** that the Motion for Approval of PAGA Settlement is **GRANTED**,
9 subject to the following findings and orders:

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

11 2. The PAGA Class is defined as: All persons employed by Defendants in an hourly,
12 non-exempt position in an hourly, non-exempt position in California during the PAGA Period
13 (March 1, 2021 through the date of this Order).

14 3. The Released Parties are defined as: (i) Crestwood Behavioral Health, Inc. and
15 Helios Healthcare, LLC jointly doing business as Idylwood Care Center (“Defendants”), (ii)
16 Defendants’ past and present direct and indirect parents; (iii) the respective past and present
17 direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past and present
18 shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners,
19 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit
20 plans, transferees, predecessors, successors and assigns of any of the foregoing; and (v) any
21 individual or entity which could be jointly liable with any of the foregoing.

22 4. The Court grants approval of the Settlement and finds that the Settlement is fair,
23 adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable
24 requirements for approval of this PAGA settlement under California law. The Court hereby finds
25 the Settlement was entered into in good faith pursuant to and within the meaning of California
26 Code of Civil Procedure section 877.6.

27 5. The Court finds that the Settlement has been reached as a result of intensive,
28 serious and non-collusive arms-length negotiations. The Court has considered all of the evidence
presented and further finds that the Parties have conducted extensive investigation and research,

1 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
2 also finds that the Settlement at this time will avoid additional substantial costs, as well as avoid
3 the delay and risks that would be presented by the further prosecution of the Action. The Court
4 has considered the benefits that are being provided as part of the Settlement and the significant
5 value to the State of California and PAGA Members, and the absence of objections to the
6 Settlement by the LWDA. Accordingly, the Court directs that the Settlement be affected in
7 accordance with the Agreement and the following terms and conditions.

8 6. The Court finds that the request for an award of attorneys' fees in the amount of
9 \$630,000.00 to PAGA Counsel falls within the range of reasonableness, and the results
10 achieved justify the award sought. The requested attorneys' fees to PAGA Counsel are fair and
11 reasonable; and are approved. The Court directs the Administrator to issue payment in the
12 amount of \$630,000.00 to Bibiyan Law Group, P.C. for attorneys' fees, in accordance with the
13 terms of the Agreement.

14 7. The Court finds that reimbursement of litigation costs and expenses in the
15 amount of \$20,341.11 to Class Counsel is reasonable; and is approved. The Court directs the
16 Administrator to issue payment in the amount of \$20,341.11 to Bibiyan Law Group, P.C. for
17 reimbursement of litigation costs and expenses, in accordance with the terms of the Agreement.

18 8. The Court finds that Plaintiffs' Enhancement Payment in the amount of
19 \$10,000.00 each, for Plaintiffs' effort and work in prosecuting the Action and in consideration
20 for individual general releases of all claims with a waiver of California Code of Civil Procedure
21 Section 1542 is fair and reasonable; and is approved. The Court directs the Administrator to
22 issue payment of Plaintiff's Enhancement Award in the amount of \$10,000.00 each to Plaintiffs
23 Brigit Navarro and Thaddius Mueller in accordance with the terms of the Agreement.

24 9. The Court finds that payment of Administration Expenses in the amount of
25 \$19,950.00 to the Administrator is fair, reasonable, and appropriate for the services performed
26 and costs incurred and to be incurred for the settlement administration process; and is approved.
27 The Court directs the Administrator to issue payment of Administration Expenses in the amount
28 of \$19,950.00 to itself, in accordance with the terms of the Agreement.

1 10. The Court finds the LWDA Payment and Individual PAGA Awards to PAGA
2 Members provided for under the Settlement to be fair and reasonable in light of all of the
3 circumstances. The Court directs the Administrator to calculate and distribute the LWDA
4 Payment to the State of California and Individual PAGA Awards to PAGA Members, in
5 accordance with the terms of the Agreement.

6 11. The Court directs the Administrator to cancel any Individual PAGA Award
7 checks issued to PAGA Members that are not cashed or deposited within 180 calendar days after
8 they are issued, and transmit the funds associated with such cancelled checks to the California
9 State Controller's Office's Unclaimed Property Division to be held as unclaimed funds in the
10 PAGA Member's name.

11 12. The Court set a Settlement Compliance Hearing on _____ at 10:30 a.m.
12 to determine compliance with this Order and the distribution of payments in accordance with the
13 terms of the Agreement.

14 13. The Court directs PAGA Counsel to file an Administrator's Declaration of
15 Compliance and Proof of Payment at least 15 days prior to the Settlement Compliance Hearing.

16 14. Neither the Settlement nor any of the terms set forth in the Agreement is an
17 admission by Defendants, or any of the other Released Parties, nor is this Order and Judgment a
18 finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of
19 the other Released Parties. Neither this Order and Judgment, the Agreement, any document
20 related to the Settlement, nor any action taken to carry out the Settlement is, may be construed as,
21 or may be used as, an admission by or against Defendants, or any of the other Released Parties, of
22 any fault, wrongdoing or liability. The entering into or carrying out of the Settlement, and any
23 related negotiations or proceedings, will not in any event be construed as, or deemed to be
24 evidence of, an admission or concession with regard to the denials or defenses by Defendants, or
25 any of the other Released Parties, and will not be offered in evidence in any action or proceeding
26 in any court, administrative agency or other tribunal for any purpose whatsoever other than to
27 enforce the provisions of this Order and Judgment, the Agreement, the Released Claims, or any
28 related agreement or release. Notwithstanding these restrictions, any of the Released Parties may
file in the Action, or submit in any other proceeding, this Order and Judgment, the Agreement,

1 and any other papers and records on file in the Action as evidence of the Settlement to support a
2 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
3 similar defense.

4 15. The Court orders, adjudges and decrees that:

5 a. Plaintiffs, all PAGA Members, and the State of California fully, finally,
6 and forever release, compromise, and discharge the Released Parties from the Released Claims
7 for the PAGA Period, in accordance with the terms of the Agreement; and

8 b. Plaintiffs fully, finally, and forever release, compromise, and discharge the
9 Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of
10 whatever kind and character and waive all rights under California Civil Code section 1542, in
11 accordance with the terms of the Agreement.

12 16. The Court hereby enters final judgment in accordance with the terms of the
13 Agreement and this Order and Judgment.

14 17. The Court retains continuing jurisdiction, pursuant to California Rules of Court,
15 Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until
16 performance in full of the terms of the Agreement.

17 **IT IS SO ORDERED ADJUDGED AND DECREED.**

18 The Clerk of the Court is directed to enter this Judgment.

19
20 Dated: _____

HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT