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Attorneys for Plaintiff and the Proposed Class

FILED
Superior Court of California
County of Los Angeles

06/11/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

TIKOA CARTER, an individual, on behalf of
herself and others similarly situated,

PLAINTIFF,

v.

SPEECH AND LANGUAGE PATHOLOGY
ASSOCIATES, INC.; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 21STCV44618

[Case Assigned for All Purposes to Hon.
Kenneth R. Freeman in Dept. 14]

~~PROPOSED~~ **AMENDED ORDER**
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT

Date: April 30, 2024

Time: 11:00 AM

Dept.: 14

Complaint Filed: December 8, 2021

Trial Date: None set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 TIKOA CARTER (“Class Representative” or “Plaintiff”) against Defendant SPEECH AND
4 LANGUAGE PATHOLOGY ASSOCIATES, INC. (“Defendant”). The Motion for Final
5 Approval of Class Action Settlement came before this Court, on April 30, 2024.

6 **WHEREAS**, the Court granted preliminary approval of the Class Action and PAGA
7 Settlement Agreement (“Settlement Agreement”), attached to the concurrently-filed Declaration
8 of Kelsey M. Szamet as Exhibit “1”, on November 20, 2023.

9 **WHEREAS**, Plaintiff TIKOA CARTER has applied to the Court for an order granting
10 final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
12 proposed Settlement Agreement and for entry of an Order of Final Approval and entry of final
13 judgment thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of
14 Class Action Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of
15 Kelsey M. Szamet, Tikoa Carter; and Makenna Snow of ILYM Group, Inc.; and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and the
19 Court has subject matter jurisdiction to approve the Settlement Agreement;

20 2. The terms of the Settlement Agreement are fair, just, reasonable, and adequate,
21 consistent and in compliance with California Code of Civil Procedure, the California and United
22 States Constitutions (including the due process clauses), the California Rules of Court and any
23 other applicable law, and in the best interest of each of the Parties and the Settlement Class
24 Members and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
28

Members, except those who timely and properly filed Request for Exclusion, as well as their heirs, executors and administrators, successors and assigns.

5. There are two (2) valid requests for exclusion, Gayoshi Rodrigo and Molly Marr-York.

6. There are no objectors to the Settlement Agreement.

7. It is ordered that the Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement Agreement: (i) there are questions of law and fact common to the Settlement Class Members which, as to the Settlement Agreement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Settlement Class Members.

8. The Court finds that the Notice and notice methodology implemented pursuant to this Settlement Agreement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

9. The Class is hereby made final. The Class is defined as:

"all persons who are employed or have been employed as an hourly employee by SPEECH AND LANGUAGE PATHOLOGY ASSOCIATES, INC., in the State of California who worked one or more pay periods during the Covered Period.". (the "Class").

10. The "Covered Period" is December 8, 2017 through July 31, 2022.

11. The Aggrieved Employees are hereby made final. The aggrieved employees are

defined as: “all persons who are employed or have been employed as an hourly employee by SPEECH AND LANGUAGE PATHOLOGY ASSOCIATES, INC., in the State of California who worked one or more pay periods from December 8, 2020 to July 31, 2022.”

12. The PAGA Period is December 8, 2020 through July 31, 2022.

13. The Settlement Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

14. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and each Settlement Class Member shall fully release and discharge the Released Parties pursuant to the following release and expressly waive and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides:

“any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have arisen out of the same facts alleged in the Action, including: (1) failure to provide rest breaks pursuant to Labor Code section 226.7; (2) failure to reimburse business-related expenses under Labor Code section 2802; (3) failure to provide accurate itemized wage statements pursuant to Labor Code section 226(a); (4) waiting time penalties pursuant to Labor Code section 203; (5) violation of Business & Professions Code section 17200; and (6) penalties pursuant to Labor Code section 2699. (collectively, the “Released Claims”) Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Covered Period.

15. Plaintiff and all Settlement Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any

1 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
2 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class
3 Members into a separate class for purposes of pursuing as a purported class action (including by
4 seeking to amend a pending complaint to include class allegations, or by seeking class certification
5 in a pending action) any lawsuit based on or relating to the Released Claims;

6 16. The Settlement Agreement provides that the Gross Settlement Amount is five
7 hundred sixty-five thousand four hundred and fifty dollars and zero cents (\$565,450.00). The Net
8 Settlement Amount shall be determined according to the terms of the Settlement Agreement.

9 17. The Court orders the calculations and the payments to be made and administered in
10 accordance with the terms of the Settlement Agreement.

11 18. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
12 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
13 Kingsley & Kingsley, APC as Class Counsel in the Action.

14 19. The Court hereby finds the unopposed application of Class Counsel for a costs and
15 attorneys' fees award provided for under the proposed Settlement Agreement to be fair and
16 reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement
17 Amount, \$185,598.50 shall be paid for attorney fees and \$15,000.00 shall be paid for litigation
18 costs.

19 20. The unopposed application of Class Counsel for an enhancement payment to
20 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative
21 Enhancement Payment shall be allocated to Class Representative TIKOA CARTER.

22 21. The unopposed application of Class Counsel for claims administration fees to
23 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$20,000.00 shall be paid
24 for settlement administration fees.

25 22. Defendant shall have no further liability for costs, expenses, interest, attorneys'
26 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
27 Agreement.

23. The Court approves the PAGA Penalties in the amount of \$15,000.00. The Court approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development Agency (“LWDA”) in the amount of \$11,250.00. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$3,750.00 shall be allocated to the Net Settlement Amount for distribution to the Settlement Class Members.

24. If a Settlement Class Member does not cash his or her settlement check by the void date, the uncashed funds shall be transmitted by the Administrator to the State of California Office of the Controller in the name of the class member who did not cash his or her Individual Class Payment check.

25. Defendant shall have no further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

26. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

28. This Final Order shall constitute a final judgment.

29. The Court sets a non-appearance Compliance Hearing on January 31, 2025 with a

1 declaration from the Settlement Administrator regarding status of settlement distribution to be filed
2 by January 29, 2025 at 12:00 p.m.

3 **DATED:** 06/11/2024



4 **JUDGE OF THE SUPERIOR COURT**

Kenneth R. Freeman / Judge

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 30, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

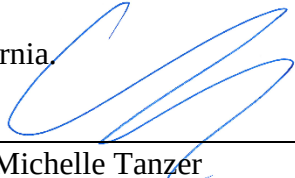
O'HAGAN MEYER LLP
Katherine C. Den Bleyker
kdenbleyker@ohaganmeyer.com
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL THROUGH CASE ANYWHERE: On interested parties set forth on the attached service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 30, 2024, at Encino, California.



Michelle Tanzer

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