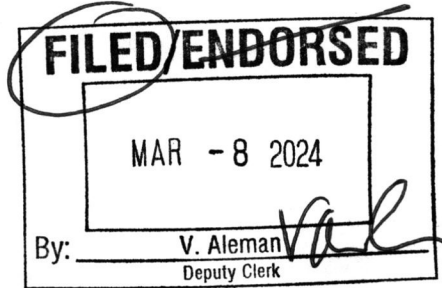


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12 *Attorneys for Plaintiff LASHAUNTA CANDYS*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 14 **FOR THE COUNTY OF SACRAMENTO**

15 LASHAUNTA CANDYS, individually, and on
 16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 COMMUNITY PSYCHIATRY
 20 MANAGEMENT, LLC, a limited liability
 21 company; and DOES 1 through 10, inclusive,

22 Defendants

Case No.: 34-2022-00314705

CLASS AND REPRESENTATIVE ACTION

[Hon. Lauri A. Damrell, Dept. 22]

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

[Filed with Plaintiff's Notice of Motion and
 Memorandum of Points and Authorities, and
 the Declarations of Kane Moon, Plaintiff
 Lashaunta Candys, and Makenna Snow in
 Support of Motion]

FINAL APPROVAL HEARING:

Date: March 8, 2024

Time: 9:00 a.m.

Dept.: 22

Action Filed: January 28, 2022

Trial Date: None Set

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

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

3 On October 18, 2023, the Court entered a Second Amended Order Granting Plaintiff's
4 Motion for Preliminary Approval of Class Action Settlement, which granted conditional class
5 certification and approval of Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"),¹ thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Lashaunta Candys ("Plaintiff") and Defendant
8 Community Psychiatry Management, LLC ("Defendant," and together with Plaintiff, the "Parties"),
9 in accordance with the Parties' Joint Stipulation of Class Action and PAGA Settlement (the
10 "Settlement") and as amended by the Preliminary Approval Order. The Settlement was attached as
11 Exhibit 2 to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for
12 Preliminary Approval of Class Action Settlement that was filed on September 5, 2023. The
13 Preliminary Approval Order approved revisions to paragraphs 15, 36, 36(c), 36(d), and 37 of the
14 Settlement regarding release of claims, as further confirmed below, as well as revisions to the class
15 notice. The Court now has before it a Proposed Final Order and Judgment to finally approve the
16 Settlement.

17 Due and adequate notice having been given to Class Members, and the Court having reviewed
18 the Settlement and duly considered Plaintiff's Motion for Final Approval of Class Action Settlement,
19 the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto,
20 the record in this Action, and any oral argument, and good cause appearing,

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

22 1. The Court, for purposes of this Final Order and Judgment, refers to all terms and
23 definitions as set forth in the Settlement, except as were revised by the Preliminary Approval Order

24 _____
25 ¹ The Preliminary Approval Order and Court-approved Class Notice are found at pages 7–25
26 of the Court's signed order regarding the Parties' Joint Stipulation re: Second Amended Class Notice
27 and Second Amended [Proposed] Order Granting Plaintiff's Motion for Preliminary Approval of
28 Class Action Settlement (the "Parties Stipulation"). The Parties' Stipulation was filed on October 5,
2023, and attached thereto as Exhibit 1 was the proposed second amended preliminary approval
order, including, as Exhibit 2, the proposed second amended class notice. On October 17, 2023, the
Court endorsed the proposed second amended preliminary approval order and proposed second
amended class notice. The endorsed Preliminary Approval Order was entered on October 18, 2023.

1 and confirmed below.

2 2. Plaintiff's Motion for Final Approval of Class Action Settlement, including a motion
3 for payment of attorneys' fees and costs, Class Representative service payment, settlement
4 administration costs, and the PAGA allocation (collectively "Motion for Final Approval"), and
5 whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class
6 Members, came before Department 22 of this Court, the Honorable Lauri A. Damrell presiding, on
7 March 8, 2024.

8 3. The Court finds that the Settlement appears to have been made and entered into in
9 good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful
10 discovery and investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is
11 the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and
12 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
13 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense,
14 and complexity of the claims presented; the likely duration of further litigation; the settlement amount
15 offered; the extent of investigation and discovery completed; and the experience and views of Class
16 Counsel. The Court has further considered the absence of any objections to, and only one requests
17 for exclusion from, the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for
18 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

19 4. The Court certifies, for settlement purposes only, the following Class (the "Settlement
20 Class"): All non-exempt employees of Defendant who worked for Defendant at any time in
21 California during the Class Period. The "Class Period" is from January 28, 2018, through October
22 17, 2023. Excluded from the Settlement Class are all persons who submitted a timely and valid
23 request for exclusion.

24 5. The deadline to request exclusion from or to submit written objections to the
25 Settlement was January 6, 2024, except for one individual whose response deadline was March 2,
26 2024.² There was only one request for exclusion received, which was made by an individual

27
28 ² As reported by the Settlement Administrator, on January 4, 2024, the Settlement
Administrator received a call from an individual who believed they should be a part of the settlement,

1 identified by “CPSY440.” Accordingly, this individual is excluded from the Settlement Class.
2 Notwithstanding the submission of a timely request for exclusion, this individual is still bound by
3 the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant
4 to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do
5 not apply to the Released PAGA Claims.

6 6. All other Class Members who did not timely request exclusion from the Settlement
7 Class had an opportunity to object to the Settlement. No written objections were received.

8 7. The Court-approved Notice of Proposed Class Action and PAGA Settlement (the
9 “Class Notice”), which was attached to the Preliminary Approval Order as Exhibit 2 and provided to
10 the Class pursuant to the plan for distribution described under the Settlement Agreement, conformed
11 with the requirements of California Rules of Court 3.766 and 3.769, and constituted the best notice
12 practicable under the circumstances, by providing individual and adequate notice of the proceedings
13 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
14 requirements of due process and provided the Class Members with adequate instructions and a variety
15 of means to obtain additional information.

16 8. A full opportunity has been afforded to Class Members to participate in the Final
17 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
18 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
19 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that
20 all Class Members who did not request exclusion from the Settlement (“Participating Class
21 Members”) are bound by this Final Order and Judgment.

22 9. By way of the Preliminary Approval Order, and as confirmed hereby, the Settlement
23 is revised as follows (*bolded language is for illustrative purposes solely to show the amended*
24 *language*):

25 a. Paragraph 15 of the Settlement Agreement is amended to read as follows: For

26 _____
27 which was confirmed by Defendant’s Counsel. On January 17, 2024, the Settlement Administrator
28 mailed this individual a Class Notice with a response deadline of March 2, 2024. This individual did
not request exclusion or submit a written objection.

1 purposes of this Settlement, “Released PAGA Claims” means **the claims being**
2 **released as described in paragraph 36(d) below.**”

3 b. Paragraph 36 of the Settlement Agreement is amended to read as follows: “Upon
4 **both the Settlement’s Effective Date** and Defendant’s payment of all sums due
5 pursuant to this Settlement, and except as to such rights or claims as may be created
6 by this Settlement, the Class Representatives, the Class and each Class Member
7 who has not submitted a valid and timely request for exclusion as to claims other
8 than the PAGA claim, and each PAGA Employee, regardless of whether they have
9 requested exclusion from the Settlement of Class claims, will release claims as
10 follows:

11 c. Paragraph 36(c) of the Settlement Agreement is amended to read as follows: Claims
12 Released by Settlement Class Members. “Released Class Claims” means that upon
13 **both the Settlement’s Effective Date and Defendant’s payment of all sums due**
14 **pursuant to this Settlement**, the Participating Class Members will fully release
15 and discharge the Released Parties of the claims stated in the Operative Complaint
16 and those based solely upon the facts alleged in the Operative Complaint, including:
17 (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to
18 provide meal periods, (d) failure to authorize and permit rest breaks, (e) failure to
19 reimburse business expenses, (f) **failure to timely** pay wages upon separation of
20 employment, (g) failure to provide accurate itemized wage statements, (h) unfair
21 and unlawful competition, and (i) all other claims in the Operative Complaint that
22 were or could have reasonably been brought on an individual or class basis under
23 the California Labor Code, other wage and hour-related statutes or common law,
24 and/or the applicable Wage Orders of the Industrial Welfare Commission
25 (“Released Class Claims”). The time period covered by the Released Class Claims
26 is limited to the Class Period.

27 d. Paragraph 36(d) of the Settlement Agreement is amended to read as follows: Upon
28 **both the Settlement’s Effective Date and Defendant’s payment of all sums due**

1 **pursuant to this Settlement**, the Released Parties shall be entitled to a release from
2 the State of California and the Labor and Workforce Development Agency, as well
3 as from Plaintiff and all other Aggrieved Employees, of all claims for civil penalties
4 and any other available relief pursuant to Labor Code sections 2698, et seq.
5 (“PAGA”), that were pled or reasonably could have been pled based on the factual
6 allegations in the Operative Complaint filed in the Action and in Plaintiff’s
7 administrative exhaustion letter submitted to the LWDA in this Action on January
8 27, 2022, including specifically, claims for PAGA penalties arising out of or based
9 on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to
10 provide compliant meal periods, failure to authorize or permit rest periods, failure
11 to provide timely wages upon separation, failure to provide accurate itemized wage
12 statements, failure to maintain accurate payroll records, and unfair business
13 practices (“Released PAGA Claims”). The time period covered by the Released
14 PAGA Claims is limited to the **PAGA Period**.

- 15 e. Paragraph 37 of the Settlement Agreement is amended to read as follows: Release
16 by Plaintiff and Class Representative. Upon **both the Settlement’s Effective Date**
17 and Defendant’s payment of all sums due pursuant to this Settlement, and except as
18 to such rights or claims as may be created by this Settlement, the Plaintiff and Class
19 Representative, will release claims as follows:

20 10. Upon both the Settlement’s Effective Date and Defendant’s payment of all sums due
21 pursuant to this Settlement, and except as to such rights or claims as may be created by this
22 Settlement, the Class Representatives, the Class and each Class Member who has not submitted a
23 valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA
24 Employee, regardless of whether they have requested exclusion from the Settlement of Class claims,
25 will release claims as follows:

- 26 a. Identity of Released Parties. “Released Parties” means the named Defendant, and
27 any of its present and former parents, subsidiaries, affiliates, officers, directors,
28 trustees, members, member managers, owners, employees, former employees,

1 agents, representatives, attorneys, and insurers, including but not limited to Intact
2 Insurance Specialty Solutions Company, and/or any of its and their respective
3 predecessors, successors and assigns, and each of them The Parties intend this
4 definition to be as broad as legally permissible.

5 b. Claims Released by Settlement Class Members. “Released Class Claims” means
6 that upon both the Settlement’s Effective Date and Defendant’s payment of all sums
7 due pursuant to this Settlement, the Participating Class Members will fully release
8 and discharge the Released Parties of the claims stated in the Operative Complaint
9 and those based solely upon the facts in the Operative Complaint, including: (a)
10 failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure to
11 provide meal periods, (d) failure to authorize and permit rest breaks, (e) failure to
12 reimburse business expenses, (f) failure to timely pay wages upon separation of
13 employment, (g) failure to provide accurate itemized wage statements, (h) unfair
14 and unlawful competition, and (i) all other claims in the Operative Complaint that
15 were or could have reasonably been brought on an individual or class basis under
16 the California Labor Code, other wage and hour-related statutes or common law,
17 and/or the applicable Wage Orders of the Industrial Welfare Commission
18 (“Released Class Claims”). The time period covered by the Released Class Claims
19 is limited to the Class Period.

20 c. PAGA Release. Upon both the Settlement’s Effective Date and Defendant’s
21 payment of all sums due pursuant to this Settlement, the Released Parties shall be
22 entitled to a release from the State of California and the Labor and Workforce
23 Development Agency, as well as from Plaintiff and all other Aggrieved Employees,
24 of all claims for civil penalties and any other available relief pursuant to Labor Code
25 sections 2698, et seq. (“PAGA”), that were pled or reasonably could have been pled
26 based on the factual allegations in Operative Complaint filed in the Action and in
27 Plaintiff’s administrative exhaustion letter submitted to the LWDA letter in this
28 Action on January 27, 2022, including specifically, claims for PAGA penalties

1 arising out of or based on alleged: failure to pay minimum wages, failure to pay
2 overtime wages, failure to provide compliant meal periods, failure to authorize or
3 permit rest periods, failure to provide timely wages upon separation, failure to
4 provide accurate itemized wage statements, failure to maintain accurate payroll
5 records, and unfair business practices (“Released PAGA Claims”). The time period
6 covered by the Released PAGA Claims is limited to the PAGA Period.

7 11. Plaintiff’s Release. Upon both the Settlement’s Effective Date and Defendant’s
8 payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may
9 be created by this Settlement, the Plaintiff and Class Representative, will release claims as follows:

- 10 a. The Plaintiff and Class Representative hereby fully and finally releases, for herself
11 and her spouses, heirs, successors, beneficiaries, devisees, legatees, executors,
12 administrators, trustees, conservators, guardians, personal representatives, and
13 assigns, and discharges the Releasees (defined above) from any and all of the
14 released claims (defined above) and from any and all other claims, charges,
15 complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes
16 of action, penalties, wages, obligations, debts, expenses, damages, attorneys’ fees,
17 costs, judgments, orders, and liabilities of whatever kind or nature in law, equity,
18 or otherwise, known or unknown, suspected or unsuspected, that the Plaintiff and
19 Class Representative had, now has, or may hereafter claim to have against the
20 Released Parties arising out of, or relating in any way to, the Plaintiff and Class
21 Representative’s hiring by, employment with, separation of employment with, or
22 any other transactions, occurrences, acts or omissions or any loss, damage or injury
23 whatsoever, known or unknown, suspected or unsuspected, resulting from any act
24 or omission by or on the part of any Released Party (the “Class Representative’s
25 Released Claims”), arising or accruing from the beginning of time up through the
26 Final Approval Date Order Date (“Class Representative’s Released Period”). The
27 Class Representative’s Released Claims include, but are not limited to, claims
28 arising from or dependent on the California Labor Code; the Wage Orders of the

1 California Industrial Welfare Commission; California Business and Professions
2 Code section 17200 et seq.; the California Fair Employment and Housing Act, Cal.
3 Gov't Code § 12900 et seq.; the California Healthy Workplaces, Healthy
4 Families Act, Cal. Labor Code § 245 et seq., the California common law of contract
5 and tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities
6 Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act of
7 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et
8 seq.; the Portal to Portal Act, 29 U.S.C. § 251 et seq., and the Families First
9 Coronavirus Response Act.

10 b. The Plaintiff and Class Representative also acknowledges that she has read Section
11 1542 of the Civil Code of the State of California, which provides as follows: A
12 GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
15 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
16 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
17 DEBTOR OR RELEASED PARTY.

18 12. The Parties shall bear their own respective attorneys' fees and costs, except as
19 otherwise provided for in the Settlement and approved by the Court.

20 13. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement
21 Amount, and the methodology used to calculate Individual Settlement Class Payment shares and
22 Individual PAGA Settlement Payment shares to Participating Class Members and PAGA Employees,
23 respectively, are fair and reasonable. The Court thus authorizes the Settlement Administrator to pay
24 settlement allocations in accordance with the terms of the Settlement. Defendant shall wire to the
25 Settlement Administrator the GSA and Defendant's employer's share of payroll taxes no later than
26 fourteen (14) calendar days of the Effective Date, as that term is defined under the Settlement. Within
27 fourteen (14) calendar days after receipt of the wired settlement funds, the Settlement Administrator
28 shall disburse, in the amounts approved by the Court as provided below: (1) the Net Settlement

1 Amount to be paid to Participating Class Members in Individual Settlement Class Payments; (2) the
2 Attorneys' Fee Award and Cost Award to Class Counsel; (3) the Class Representative Service
3 Payment to Plaintiff; (4) the Administration Costs Payment to the Settlement Administrator; (5) the
4 PAGA Payment to the LWDA; and (6) PAGA Payment to the PAGA Employees in Individual PAGA
5 Settlement Payments.

6 14. A total amount of \$60,000.00 shall be allocated, from the GSA, to resolution of claims
7 under the Private Attorneys General Act of 2004 ("PAGA") and distributed as follows: 25%
8 (\$15,000.00) to PAGA Employees and 75% (\$45,000.00) to the LWDA. The LWDA's claims for
9 the Released PAGA Claims are hereby extinguished.

10 15. The Court confirms the appointment of Plaintiff as the Class Representative, for
11 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
12 Settlement Class Member, the Court approves and orders a service payment to Plaintiff in the amount
13 of \$10,000, from the GSA, for her role and service as the Class Representative, for the risks and work
14 attendant to that role, and for her general release of claims, both known and unknown, and waiver of
15 section 1542 rights.

16 16. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
17 Mikat-Stevens of Moon Law Group, PC as Class Counsel, for settlement purposes only, as they are
18 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
19 Plaintiff or other Class Members, and have adequately represented Class interests. The Court
20 approves and orders the payments to Class Counsel, from the GSA, in the amounts of \$307,051.10,
21 for reasonable attorneys' fees, and \$22,799.29, for reimbursement of actual litigation costs. The
22 Court finds that these amounts are reasonable considering the benefits provided to the Class.

23 17. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
24 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
25 the payment to the Settlement Administrator in the amount of \$14,450.00, from the GSA, for its
26 services and costs of administration.

27 18. Pursuant to California Code of Civil Procedure section 384, following the expiration
28 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement

1 Administrator shall transmit those amounts to the California State Controller's Office for Unclaimed
2 Property in the name of each Settlement Class Member and/or PAGA Employee who failed to cash
3 their individual check prior to the void date.

4 19. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
5 Judgment will be given to the Settlement Class by the Settlement Administrator, who will provide
6 a copy of this Final Order and Judgment to each Settlement Class Member and/or PAGA Employee
7 with their individual settlement check.

8 20. This Final Order and Judgment is intended to be a final disposition of the Action in
9 its entirety and is intended to be immediately appealable.

10 21. The obligations set forth in the Settlement are deemed part of this Final Order and
11 Judgment, and the Parties are ordered to carry out the Settlement according to its terms and
12 provisions.

13 22. Following entry of this Final Order and Judgment, and without affecting the finality
14 thereof, the Court shall retain continuing jurisdiction over the Action and the Settlement, until all
15 payments and obligations contemplated by this Settlement have been fully carried out, solely for
16 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)
17 addressing such post-Judgment matters may be appropriate under court rules or applicable law.

18 23. The Settlement is finally approved but is not an admission by Defendant of the
19 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
20 law. Neither the Settlement nor any related document shall be offered or received in evidence in
21 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
22 necessary to consummate or enforce the Settlement.

23 24. The Court sets a Non-Appearance Case Review Hearing re: Distribution on
24 December 13, 2024 at 9:00 a.m. in Department 22. Class Counsel are ordered to file a final report
25 and declaration by the Settlement Administrator regarding settlement distribution no later than five
26 court days prior to the Case Review. No appearance is required at the Case Review if the Settlement
27 Administrator's declaration filed prior to the hearing reports that all the distributions under the
28 Settlement Agreement are complete.

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IT IS SO ORDERED.

DATE: 3/8/27



A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

The Honorable Lauri A. Damrell
Judge of the Superior Court, Sacramento County

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On February 14, 2024, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
10 **SETTLEMENT AND JUDGMENT**

11 X by E-mailing ____ the original X a true copy to the following:

12 MARK S. POSARD
13 JOHN D. SAGER
14 **GORDON REES SCULLY MANSUKHANI, LLP**
15 3 Parkcenter Drive, Suite 200
16 Sacramento, CA 95825
17 mposard@grsm.com
18 jsager@grsm.com

19 *Attorneys for Defendant COMMUNITY PSYCHIATRY MANAGEMENT, LLC*

20 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
21 California, by e-mail delivery on the parties listed herein at their most recent known e-
22 mail address or e-mail of record in this action.

23 X (State) I declare under penalty of perjury under the laws of the State of California
24 that the above is true and correct.

25 Executed on February 14, 2024, at Los Angeles, California.

26 Janelle Jickain
27 Name

28 
Signature

