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and all others similarly situated and aggrieved

[Additional Counsel listed on the next page]

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

EDITH FRANCO, MONICA ALFARO,
GLORIA ACUNA, FREDDIE AVILA-
OLAGUE, JOSEPH ANZORA, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees, pursuant to the
California Private Attorneys General Act of
2004;

Plaintiffs,

v.

INLAND BEHAVIORAL AND HEALTH
SERVICES, a California Corporation;
TEMETRY LINDSEY, an individual; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO.: CIVSB2118579

*[Consolidated with Case Nos. CIVSB2128930,
CIVSB2200439, CIVSB2208124,
CIVSB2209128 and CIVSB2218375]*

*[Assigned to the Hon. Jessica Morgan in Dept.
S26]*

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

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1 This Court, having considered the Motion of plaintiffs Edith Franco, Monica Alfaro, Gloria
2 Acuna, Freddie Avila-Olague and Joseph Anzora (collectively, "Plaintiffs") for Preliminary
3 Approval of Class and Representative Action Settlement and Provisional Class Certification for
4 Settlement Purposes Only ("Motion for Preliminary Approval"), the Declarations of Joanna Ghosh,
5 David D. Bibiyan, Edith Franco, Monica Alfaro, Gloria Acuna, Freddie Avila-Olague, Joseph
6 Anzora, and Michael Moore, the Joint Stipulation of Class Action and PAGA Settlement Agreement
7 and General Release ("Agreement"), the proposed Notice of Proposed Class Action Settlement and
8 Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the
9 Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Agreement are incorporated by reference into this
11 Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class ("Class Members," "Class,"
13 "Settlement Class") for the purpose of settlement only: all current and former hourly-paid or non-
14 exempt employees of defendant Inland Behavioral and Health Services, Inc. ("Defendant IBHS"),
15 in the State of California employed at any time during the period from June 24, 2017 through the
16 date of the Court's preliminary approval of class settlement or July 29, 2024, whichever is sooner
17 ("Class Release Period"), which Defendant IBHS and defendant Temetry Ann Lindsey
18 (collectively, "Defendants") estimate to be approximately 400 individuals.

19 3. The Court preliminarily appoints the named Plaintiffs Edith Franco, Monica Alfaro,
20 Gloria Acuna, Freddie Avila-Olague and Joseph Anzora as Class Representatives, and David D.
21 Bibiyan of the Bibiyan Group, P.C., and Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and
22 Matthew Richard Soto of Lawyers for Justice, P.C., as Class Counsel.

23 4. The Court preliminarily approves the proposed class settlement upon the terms and
24 conditions set forth in the Agreement. The Court finds, on a preliminary basis, that the settlement
25 appears to be within the range of reasonableness of settlement that could ultimately be given final
26 approval by the Court. It appears to the Court on a preliminary basis that the settlement amount is
27 fair, adequate, and reasonable as to all potential class members when balanced against the probable
28 outcome of further litigation relating to liability and damages issues. It further appears that extensive

1 and costly investigation and research has been conducted such that counsel for the parties at this
2 time are reasonably able to evaluate their respective positions. It further appears to the Court that
3 the settlement at this time will avoid substantial additional costs to all parties, as well as the delay
4 and risks that would be presented by the further prosecution of the Action. It further appears that the
5 settlement has been reached as the result of intensive, non-collusive and arms-length negotiations
6 utilizing an experienced third-party neutral.

7 5. The Court approves, as to form and content, the Class Notice that has been submitted
8 herewith.

9 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
10 the Class Members in accordance with the procedures set forth in the Agreement. The Court finds
11 that dissemination of the Class Notice set forth in the Agreement complies with the requirements of
12 law and appears to be the best notice practicable under the circumstances.

13 7. The Court hereby preliminarily approves the definition and disposition of the
14 Maximum Settlement Amount of \$850,000.00, which is inclusive of: attorneys' fees of up to thirty-
15 five percent (35%) of the Maximum Settlement Amount, which, if not escalated pursuant to the
16 Agreement, amounts to \$297,500.00, in addition to actual costs incurred of up to \$50,000.00; Class
17 Representative Enhancement Awards of up to \$10,000.00 to plaintiff Edith Franco and \$7,500.00
18 each to plaintiffs Freddie Avila-Olague, Monica Alfaro, Gloria Acuna and Joseph Anzora, for a total
19 of \$40,000.00 to Plaintiffs; Settlement Administration Costs of no more than \$12,000.00 and Private
20 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$50,000.00, of which
21 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
22 \$12,500.00 (25%) to "PAGA Group" or "PAGA Members," defined as all current and former
23 hourly-paid or non-exempt employees of Defendant IBHS in the State of California who were
24 employed at any time during the period from October 1, 2020 through the date of the Court's
25 preliminary approval of the Settlement or July 29, 2024, whichever is sooner ("PAGA Period").

26 8. The Maximum Settlement Amount expressly excludes Employer's Share of Payroll
27 Taxes, which will be paid separately and apart by Defendants solely on the wages portion of the
28 Maximum Settlement Amount.

1 9. Class Member's "Workweek" shall mean the number of weeks that a Class Member
2 performed work at least one day in California as an employee of Defendants in a non-exempt or
3 hourly position during the Class Period, based on payroll and time records, hire dates, re-hire dates
4 (as applicable), leave of absence dates, and termination dates (as applicable).

5 10. Defendants represent that there are approximately 18,500 Workweeks worked by
6 Class Members during the period from June 24, 2020 to October 27, 2023. In the event the number
7 of Workweeks worked by Class Members during the Class Release Period increases beyond 10%,
8 or 20,350 Workweeks, Defendants shall increase the Maximum Settlement Amount on a pro-rata
9 basis equivalent to the percentage increase in the number of Workweeks above the 10%, e.g., if the
10 number of Workweeks increases by 11% to 20,535 Workweeks, the Maximum Settlement Amount
11 shall be increased by 1% or \$8,500.00 $[(20,535 - 20,350) / 18,500] \times \$850,000.00$.

12 11. The Court deems Phoenix Class Action Administration Solutions ("Phoenix" or
13 "Settlement Administrator"), the settlement administrator, and payment of administrative costs, not
14 to exceed \$12,000.00 out of the Maximum Settlement Amount for services to be rendered by
15 Phoenix on behalf of the class.

16 12. Within fourteen (14) days of entry of this Order, Defendants shall provide the
17 Settlement Administrator with the Class Information for purposes of mailing the Class Notices to
18 Class Members. "Class Information" means information regarding Class Members that Defendants
19 shall in good faith compile from its records and shall transmit in electronic form to the Settlement
20 Administrator and shall include each Class Member's and PAGA Member's last known full name;
21 last known address; last known telephone number; Social Security number; start and end dates of
22 employment within the pertinent time period(s) as an hourly-paid or non-exempt employee who
23 worked for Defendants within the State of California at any time during the Class Release Period,
24 and such other datapoints that may be necessary to calculate Compensable Work Weeks and
25 Compensable Pay Periods.

26 13. The Class Information will only be disclosed to the Settlement Administrator and
27 will be held securely and in the strictest of confidence by the Settlement Administrator and used
28 only for and in relation to effectuating the Class Settlement described herein and shall be destroyed

1 upon the completion of the Class Settlement. All information provided to the Settlement
2 Administrator will be marked by Defendants as CONFIDENTIAL. This information shall be kept
3 confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator
4 at any time. The Settlement Administrator shall use due care with respect to the storage, custody,
5 use, and/or dissemination of all confidential information. Such information must be stored in a
6 secure fashion and all persons who access the data must agree to keep it confidential.

7 14. Upon receipt of the Class Information, the Settlement Administrator shall perform a
8 search based on the National Change of Address Database maintained by the United States Postal
9 Service to update and correct any known or identifiable address changes.

10 15. Within fourteen (14) days after receiving the Class Information from Defendants, the
11 Settlement Administrator shall mail copies of the Class Notice, in English and Spanish, to all Class
12 Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
13 judgment to determine the current mailing address for each Class Member.

14 16. "Response Deadline" means the date forty-five (45) days after the Settlement
15 Administrator mails the Class Notices to Class Members and the last date on which Class Members
16 may submit a Notice of Objection, Request for Exclusion and/or a Workweek Dispute. Class
17 Members to whom Class Notices are resent after having been returned undeliverable to the
18 Settlement Administrator shall have an additional fifteen (15) calendar days beyond the expiration
19 of the initial Response Deadline.

20 17. No later than five (5) court days before the date by which the Plaintiffs file their
21 motion for final approval of the Settlement, the Settlement Administrator will serve on the Parties a
22 declaration of due diligence setting forth its compliance with its obligations under this Agreement,
23 which Class Counsel shall file with the Court along with the motion for final approval of the
24 Settlement.

25 18. Class Members who wish to exclude themselves from the class and Settlement must
26 submit a Request for Exclusion. "Request for Exclusion" means a written request by a Class
27 Member to opt out of, or exclude oneself from, the Class Settlement, which must: (a) contain the
28 case name and number of the Class Action; (b) the full name, signature, address, telephone number,

1 and the last four digits of the Social Security number of the Class Member requesting exclusion
2 from the Class Settlement; (c) clearly state that the Class Member does not wish to be included in
3 the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified
4 address, postmarked on or before the Response Deadline. Subject to review by Class Counsel,
5 Defense Counsel and the Court, the date of the postmark on the return mailing envelope on the
6 Request for Exclusion shall be the exclusive means used by the Settlement Administrator to
7 determine whether a Class Member has timely requested exclusion from the class and Settlement.

8 19. Class Members who do not submit a valid and timely Request for Exclusion on or
9 before the Response Deadline shall be bound by all terms of the Settlement and the Judgment entered
10 in this Action, including the release of the Released Claims.

11 20. Class Members who wish to object to the Settlement must submit a Notice of
12 Objection. "Notice of Objection" means a Class Member's written letter that Class Members may
13 send to the Settlement Administrator to object to the Class Settlement which must: (a) contain the
14 case name and number of the Class Action; (b) contain the objector's full name, signature, address,
15 telephone number, and last four digits of his, her, or their Social Security number; (c) contain a
16 written statement of all grounds for the objection to the Class Settlement accompanied by any legal
17 support for such objection; (d) include copies of any papers, briefs, or other documents upon which
18 the objection to the Class Settlement is based; (e) contain the name and contact information of any
19 attorney representing the objector with respect to his, her, or their objection to the Class Settlement;
20 and (f) be returned by mail to the Settlement Administrator at the specified address, postmarked on
21 or before the Response Deadline. Subject to review by Class Counsel, Defense Counsel and the
22 Court, the date of the postmark on the return mailing envelope on the Notice of Objection shall be
23 the exclusive means used by the Settlement Administrator to determine whether a Class Member
24 has timely objected to the Settlement.

25 21. If a Class Member submits both a Notice of Objection and a Request for Exclusion,
26 the Request for Exclusion will control and the Notice of Objection will be overruled.

27 22. If a Participating Class Member and/or PAGA Member disagrees with the number of
28 Compensable Workweeks and/or PAGA Pay Periods credited to them as stated in their Class Notice,

1 they may dispute that figure by submitting a Workweek Dispute supported by evidence prior to the
2 deadline for objecting to the Settlement. "Workweeks Dispute" means a Class Member's written
3 letter disputing the number of Workweeks to which the Class Member has been credited, as reflected
4 in their Notice, which must: (a) contain the case name and number of the Class Action; (b) contain
5 the full name, signature, address, telephone number, and the last four digits of the Social Security
6 number of the disputing Class Member; (c) clearly state the Class Member disputes the number of
7 Workweeks credited and what the Class Member contends is the correct number to be credited to
8 the Class Member; (d) include information and/or attach documentation supporting the number of
9 Workweeks the Class Member contends should be credited; and (e) be returned by mail to the
10 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.
11 Participating Class Members and/or PAGA Members must notify the Settlement Administrator of
12 any such dispute on or before the Response Deadline (or extended Response deadline if applicable,
13 whichever is later).

14 23. No later than sixty (60) days after the Effective Date, Defendants shall provide to the
15 Settlement Administrator, in any feasible manner, including, but not limited to, by way of a wire
16 transfer, the Maximum Settlement Amount and any Employer's Share of Payroll Taxes determined
17 to be due and for which Defendants are given at least twenty-one (21) days prior notice from the
18 Settlement Administrator.

19 24. In no event shall there be any distribution from the Maximum Settlement Amount
20 until after the Effective Date and all conditions precedent specified in the Agreement have been
21 completely satisfied. Further, under no circumstances shall the payment be due any earlier than
22 October 31, 2024.

23 25. Each Individual Settlement Payment check and Individual PAGA Payment check
24 will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original
25 issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the
26 cancellation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to
27 the San Bernardino County - Court Appointed Special Advocates for Children ("Proposed Cy Pres
28 Recipient" or "CASA").

1 26. All papers filed in support of final approval, including supporting documents for
2 attorneys' fees and costs, shall be filed by 10 days before 12-4-24

3 27. A Final Approval Hearing shall be held with the Court on 12-4-24
4 at 09:30a.m in Department S26 of the above-entitled Court to determine: (1) whether the
5 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
6 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
7 awards to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and
8 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and PAGA Members.

9
10 **IT IS SO ORDERED.**

11
12 Dated: 7/19/2024



Judge of the Superior Court

Jessica L. Morgan