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ANITA RAMIREZ

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

ANITA RAMIREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware limited
liability company; and DOES 1-100,
inclusive,

Defendants.

Case No.: CIVSB2203812

*[Assigned for all purposes to Hon. Joseph T.
Ortiz, Department S-17]*

[PROPOSED] FINAL JUDGMENT

Date: October 7, 2024
Time: 1:30 p.m.
Dept.: S-17

Action Filed: March 19, 2022
Trial Date: None

1 This matter came on regularly for hearing before this Court on October 7, 2024, pursuant
2 to California Rule of Court 3.769 and this Court's May 13, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Stipulation of Settlement (herein "Settlement")¹ and the documents and evidence
5 presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and
6 enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former Mentor Recruiters employed by CMFHA in
11 California between February 16, 2018 and April 25, 2021 (the "Class
12 Period") who were classified as exempt and who do not opt out of the
13 Action and who did not execute arbitration agreements with CMFHA.

14 2. The Class Period is February 16, 2018 through April 25, 2021.

15 3. Plaintiff Anita Ramirez is hereby confirmed as Class Representative, and Scott
16 M. Lidman and Milan Moore of Lidman Law, APC are hereby confirmed as Class Counsel.

17 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on May 13, 2024, and the notice process
19 has been completed in conformity with the Court's Order. The Court finds that said notice was
20 the best notice practicable under the circumstances. The Notice Packet (which consists of the
21 Notice of Pendency of Class Action and Proposed Settlement and Notice of Individual
22 Settlement Award) provided due and adequate notice of the proceedings and matters set forth
23 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
24 of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class members have opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant deposit the Gross Settlement Amount of
17 \$300,000.00 with Phoenix Settlement Administrator, the Settlement Administrator, as provided
18 for in the Settlement. Specifically, the Gross Settlement Amount and the required employer-
19 side taxes shall be deposited with the Settlement Administrator into an interest-bearing
20 settlement account for the benefit of the Settlement Class members, within ten (10) business days
21 after Final Approval (which, for this purpose shall be defined as the date on which the Court
22 enters an Order granting Final Approval) or, solely in the event that there are any objections to
23 the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later
24 of: (1) the last date on which any appeal might be filed or (2) the successful resolution of any
25 appeal(s) – including expiration of any time to seek reconsideration or further review.

1 9. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 10. The Court finds that an incentive payment in the amount of \$10,000.00 for
5 Plaintiff Anita Ramirez is appropriate for her risks undertaken and service to the Settlement
6 Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the
7 Settlement Administrator make this payment in conformity with the terms of the Settlement.

8 11. The Court finds that attorneys' fees in the amount of \$100,000.00 and litigation
9 costs of \$23,922.76 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement.

12 12. The Court orders that the Settlement Administrator shall be paid \$5,000.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 13. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
17 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
18 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
19 this payment to the LWDA in conformity with the terms of the Settlement.

20 14. For purposes of calculating applicable taxes and withholdings, each Settlement
21 Award shall be allocated as follows: 33% as wages; and 67% as penalties and interest.

22 15. The Court finds and determines that upon satisfaction of all obligations under the
23 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
24 have released the Released Claims as set forth in the Settlement, and will be permanently barred
25 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

26 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
27 every member of the Settlement Class will release all claims and causes of action, alleged or
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1 which could have reasonably been alleged based on the allegations in the SAC, including claims
2 for: (a) failure to pay overtime wages; (b) failure to provide all meal periods, or premium pay in
3 lieu thereof; (c) failure to authorize and permit all rest periods, or premium pay in lieu thereof;
4 (d) failure to provide complete and accurate wage statements; (e) all claims for waiting time
5 penalties; (f) all claims for unfair business practices that could have been premised on the claims,
6 causes of action or legal theories plead in the SAC; (g) all claims under the California Labor
7 Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised on the
8 claims, causes of action or legal theories pled in the SAC; and (h) all damages, penalties, interest,
9 costs (including attorney fees) and other amounts recoverable under said claims or causes of
10 action as to the facts and/or legal theories alleged in the SAC (collectively, the “Released
11 Claims”).

12 17. The period of the Release shall extend to the limits of the Class Period. The *res*
13 *judicata* effect of the judgment will be the same as that of the Release.

14 18. Upon the Effective Date of the Release, PAGA Employees, including Plaintiff
15 and the Settlement Class members as well as those who opt-out from the Class portion of the
16 Settlement, will release and forever discharge the Released Parties from all claims, demands,
17 rights, liabilities and causes of action for civil penalties under the California Labor Code Private
18 Attorneys General Act of 2004 (“PAGA”) which were pled in the letters to the LWDA dated
19 February 16, 2022 and December 20, 2023 and the Second Amended Complaint in the Action,
20 or which could have been pled based upon the facts alleged in the operative Second Amended
21 Complaint in the Action that arose during the PAGA Period predicated on the following alleged
22 violations: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages
23 owed; (c) failure to provide meal periods and pay premium wages for non-compliant meal
24 periods; (d) failure to authorize and permit rest periods and pay premium wages for non-
25 compliant rest periods; (e) failure to issue accurate, itemized wage statements and (f) failure to
26 timely pay all wages due upon separation of employment; (collectively, “PAGA Released
27 Claims”).

1 19. The PAGA Period and the time period of the PAGA Released Claims is defined
2 as the time period of February 16, 2021 through April 25, 2021.

3 20. In light of her Class Representative Service Award, Plaintiff has agreed to release,
4 in addition to the Released Claims described above, all claims, whether known or unknown,
5 under federal law or state law against the Released Parties. Plaintiff understands that this release
6 includes unknown claims and that they are, as a result, waiving all rights and benefits afforded
7 by Section 1542 of the California Civil Code, which provides:

8 **A general release does not extend to claims which the creditor or**
9 **releasing party does not know or suspect to exist in his or her favor at**
10 **the time of executing the release and that, if known by him or her,**
11 **would have materially affected his or her settlement with the debtor or**
12 **released party.**

13 21. The releases identified herein will only be effective upon the date on which
14 Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes.

15 22. This document shall constitute a final judgment pursuant to California Rule of
16 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
17 approval hearing, the court must make and enter judgment. The judgment must include a
18 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
19 judgment. The court may not enter an order dismissing the action at the same time as, or after,
20 entry of judgment."

21 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
22 Order, and this Judgment.

23 **JUDGMENT IS SO ENTERED.**

24
25 Dated: _____, 2024

Honorable Joseph Ortiz
Judge of the Superior Court