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Attorneys for Plaintiff
CARRIE LAMBERT, individually, and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE

CARRIE LAMBERT, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

DUAL DIAGNOSIS TREATMENT
CENTER, INC., a California corporation;
SHREYA HEALTH OF CALIFORNIA,
INC., a California corporation; SATYA
HEALTH OF CALIFORNIA, INC., a
California corporation; SOVEREIGN
ASSET MANAGEMENT, INC., a
California corporation; ATHENA
HEALTHCARE, INC., a California
corporation; ADEONA HEALTHCARE,
INC., a California corporation; TONMOY
SHARMA, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.: BC616149

[Assigned for all purposes to the
Honorable Lawrence Riff, Dept. SSC-7]

**~~[PROPOSED]~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: May 16, 2024
Time: 10:00 a.m.
Dept.: SSC-7

Action Filed: April 6, 2016
Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles
10/22/2024
David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

ORDER AND JUDGMENT

Plaintiff Carrie Lambert (“Plaintiff”)’s Motion for Approval of PAGA Settlement (“Motion”) came on regularly for hearing on May 16, 2024 at 10:00 a.m., the Honorable Lawrence Riff presiding. Having reviewed Plaintiff’s Motion, Plaintiff’s Declaration, the Declaration of Matthew J. Matern and exhibits thereto, including the Joint Stipulation Re: Settlement of PAGA Action and Entry of Judgment (“Settlement” or “Settlement Agreement”) attached as Exhibit C to the Declaration of Matthew J. Matern in Support of Plaintiff’s Motion for Approval of PAGA Settlement and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. The Court, for purposes of this Order and Judgment, adopts all defined terms as set forth in the Settlement.

2. Plaintiff’s Motion is hereby GRANTED.

3. Judgment is hereby entered in favor of Plaintiff and against Defendants Dual Diagnosis Treatment Center, Inc., Shreya Health of California, Inc., Satya Health of California, Inc., Sovereign Asset Management, Inc., Athena Healthcare, Inc., Adeona Healthcare, Inc., and Tonmoy Sharma (collectively, “Defendants”) in the amount of \$880,000.00 pursuant to the terms of the Settlement. This Judgment is intended to be a final disposition of this action and is intended to be immediately appealable.

4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code section 2698 *et seq.*, the Court approves the Settlement and finds that it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, to deter future violations, and to maximize enforcement of state labor laws. The Court finds that notice of the Settlement has been provided to the California Labor Workforce Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

5. Within fourteen (14) days after entry of judgment, Defendants shall provide the Settlement Administrator with a Microsoft Excel spreadsheet containing Aggrieved Employee Data, including each Aggrieved Employee’s name, last known address, Social Security number, and number of pay periods worked between March 4, 2015 through July 31, 2018 (the “PAGA

Period”).

“Aggrieved Employees” means any and all former non-exempt employees of Defendants during the PAGA Period.

6. Within ^{a reasonable time} ~~twenty one (21) days~~ after entry of judgment, Defendants shall pay the Gross Settlement Amount of \$880,000.00 to the Settlement Administrator.

7. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall issue checks for the Individual PAGA Payments and send them via First Class U.S. Mail to each Aggrieved Employee at his or her last known address or at the updated address found through a National Change of Address search.

8. Upon the funding of the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

Upon the funding of the Gross Settlement Amount, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

Upon the funding of the Gross Settlement Amount, Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period.

1 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
2 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
3 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
4 or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff
5 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of
6 the California Civil Code.

7 "Released Parties" means Defendants and each of their former and present directors,
8 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
9 subsidiaries, and affiliates.

10 9. The Court finds the Gross Settlement Amount, the payments to the LWDA and
11 Aggrieved Employees, and the methodology used to calculate and pay each Aggrieved
12 Employee's Individual PAGA Payment are fair, reasonable, and adequate and authorizes the
13 Settlement Administrator to pay the Individual PAGA Payments to Aggrieved Employees in
14 accordance with the terms of the Settlement. The Court also authorizes the Settlement
15 Administrator to transmit payment of 75% of the Net Settlement Amount to the LWDA.

16 10. The Court finds that PAGA Counsel's request for attorneys' fees in the amount
17 of \$293,333.33, which is one-third of the Gross Settlement Amount, is reasonable as a
18 percentage of the common fund with a lodestar cross-check. The Court finds that the number of
19 hours PAGA Counsel spent prosecuting the Action is reasonable, and PAGA Counsel's hourly
20 rates are reasonable and in line with rates prevailing in the community. The Court awards
21 PAGA Counsel \$293,333.33 in attorneys' fees to be paid from the Gross Settlement Amount.

22 11. The Settlement limits PAGA Counsel's costs to \$100,000.00. The Court awards
23 PAGA Counsel \$92,986.78 in costs and expenses to be paid from the Gross Settlement Amount,
24 with the remaining \$7,013.22 to become part of the Net Settlement Amount.

25 12. The Court hereby approves an enhancement in the amount of \$5,000.00 to
26 Plaintiff Carrie Lambert for her service as a PAGA representative, the risks she undertook on
27 behalf of the State of California and the other Aggrieved Employees, and the general release of
28 her individual claims, including her individual wage and hour claims, to be paid from the Gross

Settlement Amount.

13. The Settlement limits the settlement administration costs to \$10,000.00. The Court approves settlement administration costs in the amount of \$10,000.00 to XPand Legal Consulting, LLC, to be paid from the Gross Settlement Amount.

14. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the Action, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

15. A final accounting hearing is set for October 21, 2025, 2024 at 9:00 a.m.. The parties are ordered to provide a final report and accounting from the Settlement Administrator by five court days in advance.

16. The Settlement Administrator shall post notice of this Order and Judgment on its website within ten (10) calendar days of the Court's entry of this Order and Judgment.

17. Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiff shall file a proof of service with the Court.

IT IS SO ORDERED.

DATED: 10/22/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

HON. LAWRENCE RIFF
Judge of the Superior Court