

1 Michael J. Jaurigue, Esq. (SBN 208123)
S. Sean Shahabi, Esq. (SBN 204710)
2 Rex J. Phillips (SBN 237747)
JAURIGUE LAW GROUP
3 300 West Glenoaks Blvd., Ste. 300
Glendale, California 91202
4 Telephone: 818-630-7280
Facsimile: 888-879-1697
5 service@jlglawyers.com
michael@jlglawyers.com
6 sean@jlglawyers.com
rex@jlglawyers.com
7

8 Attorneys for Plaintiff,
LETICIA CORNELL
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 LETICIA CORNELL, on behalf of herself,
those similarly situated, and/or aggrieved
14 California-based non-exempt employees,

15 Plaintiff,

16 v.

17 FLEMING & BARNES, INC. dba
DIMONDALE ADOLESCENT CARE
FACILITY; and DOES 1 through 100,
18 inclusive,

19 Defendants.
20
21
22
23
24
25
26
27
28

CASE NO: 22STVC29152

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

Hearing

Date: July 30, 2026

Time: 8:30 a.m.

Dept: SSC-9

1 This matter having come before the Court on July 30, 2026, for a final fairness hearing
2 pursuant to the Order of this Court dated January 21, 2026, granting preliminary approval
3 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms set
4 forth in the Amended Joint Stipulation of Class Action and PAGA Settlement and Release
5 (“Settlement Agreement”) submitted in support of the Motion for Preliminary Approval of the Class
6 Action and PAGA Settlement; and due and adequate notice having been given to the Class Members
7 as required in the Preliminary Approval Order; and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it
9 is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class Action and PAGA Settlement; Service
11 Payment; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. All terms used herein shall have the same meaning as defined in the Settlement
13 Agreement.

14 3. This Court has jurisdiction over the subject matter of this litigation and over all
15 Parties to this litigation, including all Class Members.

16 4. For settlement purposes only, the Court certifies the following class: all persons
17 currently or formerly employed by Defendant Fleming & Barnes, Inc., dba Dimondale Adolescent
18 Care Facility (“Defendant”), either directly or through any subsidiary, staffing agency, or
19 professional employer organization, as non-exempt in the State of California during the time period
20 from September 7, 2018, through October 7, 2024 (the “Class Period”).

21 5. The “Released Parties” means Defendant, and its respective past, present, and future
22 subsidiaries, dba’s, affiliates, parents, predecessors, successors, investors, and their current and
23 former employees, managing agents, Professional Employer Organizations, staffing agencies,
24 servants, consultants, agents, directors, officers, members, independent contractors, representatives,
25 insurers, reinsurers, and attorneys.

26 6. “Plaintiff” refers to Leticia Cornell.

27 7. Upon the Effective Date of this Agreement and Defendant fully funding the entire
28 Gross Settlement Amount as well as all employer payroll taxes owed on the Wage Portion of the

1 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against
2 all Released Parties as follows:

3 Plaintiff's Release. In addition to the Class Released Claims and PAGA Released Claims,
4 Plaintiff, for herself and her spouse, heirs and assigns, will be deemed to have fully, finally,
5 and forever released, settled, compromised, relinquished, and discharged the Released
6 Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements,
7 controversies, actions, suites, rights, demands, obligations, guarantees, costs, losses,
8 penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature
9 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that
10 might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff, at
11 any time prior to the execution of this Settlement Agreement, had or claimed to have or may
12 have, including but not limited to any and all claims arising out of, relating to, or resulting
13 from their employment, payment of wages during that employment and/or separation of
14 employment with the Released Parties, including any claims arising under any federal, state,
15 or local law, statute, ordinance, rule, or regulation or executive order relating to employment,
16 including, but in no way limited to, any claim under Title VII of the Civil Rights Act of
17 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act
18 ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in
19 Employment Act ("ADEA"), the Employee Retirement Income Security Act ("ERISA");
20 the California Family Rights Act ("CFRA"); the California Fair Employment and Housing
21 Act ("FEHA"); all claims for wages or penalties under the California Labor Code; Business
22 and Professions Code sections 17200 et seq.; all laws relating to violation of public policy,
23 retaliation, or interference with legal rights; any and all other employment or discrimination
24 laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach of
25 contract claims or claims of promissory estoppel. ("Plaintiff's Release") It is agreed that
26 this is a general release and is to be broadly construed as a release of all claims, provided
27 that Plaintiff's Release does not extend to any claims for vested benefits, unemployment
28 benefits, disability benefits, social security benefits, workers' compensation benefits that

1 arose at any time, or based on occurrences outside the Class Period, or that cannot be released
2 as a matter of law. Plaintiff understands and expressly agrees that this Settlement Agreement
3 extends to claims that she has against Defendant, of whatever nature and kind, known or
4 unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising
5 from or attributable to an incident or event, occurring in whole or in part, on or before the
6 execution of this Settlement Agreement.

7 Released by Participating Class Members. Claims that Plaintiff and the other Participating
8 Class Members are releasing in exchange for the consideration provided for by this
9 Agreement are all claims asserted against the Released Parties in the Action that arise out of
10 the facts asserted in the Action, or that could have been asserted against the Released Parties
11 in the Action, and include the following: For the duration of the Class Period, the release
12 includes (a) all claims for unpaid wages, including minimum wages, regular wages, overtime
13 and double time wages, and improper calculation of overtime and double time wages (b) all
14 claims for failure to provide compliant meal and rest periods and associated compensation
15 and/or premium pay; (c) all claims for failure to timely pay wages during employment, upon
16 termination or resignation and/or separation pay; (d) all claims for non-compliant wage
17 statements; (e) all claims asserted through California Business & Professions Code section
18 17200, et seq. arising out of the Labor Code violations referenced in the Action (the “Class
19 Released Claims”).

20 Release by Aggrieved Employees. The Aggrieved Employees release all claims for civil
21 penalties for the Class Released Claims as well as claims for civil penalties under PAGA
22 arising out of Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual
23 allegations and Labor Code sections alleged or that could have been alleged to have been
24 violated in both the Action (which includes the PAGA Notice), including, without limitation
25 to Labor Code sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5,
26 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 246, 404, 432, 432.5, 510, 512, 551, 552, 558,
27 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5 and the IWC
28 Wage Orders (the “PAGA Released Claims”)

1 8. Distribution of the Notice of Class Action Settlement and Hearing Date for Final
2 Court Approval (“Class Notice” or “Notice”) directed to the Class Members as set forth in the
3 Settlement Agreement and the other matters set forth herein have been completed in conformity
4 with the Preliminary Approval Order, including individual notice to all Class Members who could
5 be identified through reasonable effort, and was the best notice practicable under the circumstances.
6 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
7 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
8 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

9 9. One Class Member, Jasmine Topete, has submitted a valid and timely Request for
10 Exclusion. The Court finds that Jasmine Topete is a Non-Participating Class Member, is not bound
11 by the Release by Participating Class Members, shall not receive an Individual Class Payment, and
12 does not have the right to object to the Class Action components of the Settlement.

13 10. Zero (0) Settlement Class Members objected to the Settlement.

14 11. The Court further finds that the Settlement is fair, reasonable and adequate and that
15 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
16 settlement under California law, including the provisions of Code of Civil Procedure section 382
17 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
18 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

19 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
20 finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to
21 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
22 as a result of intensive, serious and non-collusive arm’s length negotiations. The Court further finds
23 that the Parties have conducted extensive and costly investigation and research and counsel for the
24 parties are able to reasonably evaluate their respective positions. The Court also finds that
25 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
26 that would be presented by the further prosecution of this Action. The Court has noted the
27 significant benefits to the Class Members under the settlement. The Court also finds that the class
28 is properly certified as a class for settlement purposes only.

1 13. Nothing contained in the Settlement Agreement shall be construed or deemed in
2 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the
3 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
4 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
5 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
6 interpret, or enforce its terms.

7 14. The Court approves Plaintiff as Class Representative.

8 15. The Court approves S. Sean Shahabi of Jaurigue Law Group as Class Counsel.

9 16. The Court approves Apex Class Action, LLC, as the Settlement Administrator.

10 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
11 \$200,000.00, which is one-third (33.33%) of the Gross Settlement Amount and to be deducted
12 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$18,768.87,
13 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
14 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
15 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
16 conferred a significant benefit on the Class and the necessity and financial burden of private
17 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

18 18. The amount of this award is based on a lodestar analysis and is subject to a reasonable
19 multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and
20 eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
21 considered the following factors: (a) the time and labor required; (b) preclusion of other
22 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
23 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
24 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action; (f) the
25 results achieved and benefits conferred on the Settlement Class; and (g) the reaction of Settlement
26 Class Members. (*See, eg: Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996)
27 48 Cal.App.4th 1794, 1810 fn. 21.)

28 19. The court hereby approves a service payment of \$5,000.00 to Plaintiff, in

1 consideration for their time, effort, and risk incurred on behalf of the Settlement Class, and for
2 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The
3 service award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement
4 Amount as set forth in the Settlement Agreement.

5 20. The Court hereby approves the Settlement Administrator's cost in the amount of
6 \$9,875.00. The Settlement Administrator, Apex Class Action, LLC, shall be paid the cost of
7 administration of the settlement from the Gross Settlement Amount.

8 21. The Court hereby approves the PAGA penalties amount of \$28,000.00, of which
9 \$21,000.00 shall be paid to the LWDA and the remaining \$7,000.00 to be distributed to the
10 "Aggrieved Employees", defined as a person employed by Defendant either directly or through any
11 subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid
12 employee in the State of California during the time period from July 5, 2021 through October 7,
13 2024 (the "PAGA Period").

14 22. Except as expressly provided herein, the Parties each shall bear all of their own fees
15 and costs in connection with this matter.

16 23. Class Members and PAGA Group Members will have one hundred eighty (180) days
17 from the date of issuance of the check to cash their check(s), after which the check(s) will be voided
18 and the Administrator will transmit the funds represented by such checks to the California
19 Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid
20 residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

21 24. The Court finds that the class settlement on the terms set forth in the Settlement
22 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
23 the released claims against Defendant.

24 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
25 Settlement is hereby scheduled for _____, _____, ____:____:m, in Department 9 of the above-
26 entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a
27 declaration confirming that the claims have been paid and that administration of all of the terms and
28 conditions of the class action settlement have been completed. Should the Court find that said

1 declaration has sufficiently evidenced full and complete administration of the class action
2 settlement, said OSC hearing will go off-calendar.

3 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
4 continuing jurisdiction over the interpretation, implementation and enforcement of the settlement
5 and all orders and judgments entered in connection therewith.

6

7 **IT IS SO ORDERED.**

8

9 Dated: _____, 2026

Judge of the Superior Court

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28