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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALICIA DELGADO and RICHARD SILVA, individually and on behalf of all others similarly situated, Plaintiff, vs. AKUA BEHAVIORAL HEALTH, INC., a corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 22STCV13591 *Assigned for all purposes to the Honorable Elaine Lu, Dept. 9* **NOTICE OF RULING** Complaint Filed: April 22, 2022 FAC Filed: August 30, 2022 SAC Filed: October 31, 2022 TAC Filed: September 18, 2024 Trial Date: Not Set

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Attorneys for Plaintiff ALICIA DELGADO

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 13, 2025, the Court in the above-entitled action issued a ruling and a Minute Order adopting its tentative ruling, which both granted Plaintiffs' Motion for Final Approval of Class Action Settlement. The Court ordered that a Final Report Re: Distribution of the Settlement Funds be filed by Class Counsel by February 22, 2027. The Court also scheduled a Non-Appearance Case Review Re: Distribution for March 1, 2027, at 8:30 a.m. in department 9 of the above-entitled Court. A true and correct copy of the Court's Ruling re: Motion for Final Approval of Class Action Settlement is attached hereto as Exhibit 1. A true and correct copy of the Court's Minute Order dated November 13, 2025, is attached hereto as Exhibit 2. Plaintiffs were ordered to give notice to all parties.

Dated: November 17, 2025

PARKER & MINNE, LLP

By: ______________________________
S. Emi Minne
Attorneys for Plaintiff
RICHARD SILVA

EXHIBIT 1

RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Delgado, et al v. AKUA Behavioral Health, Inc.
Case No.: 22STCV13591
Department SSC-9
Hon. Elaine Lu
Hearing: November 13, 2025 (continued from 10/22/25)

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **$900,000**, non-reversionary. (¶4.1)

- The Court hereby approves and awards the following from the GSA:

(1) **$300,000 (33%)** for attorney fees to Class Counsel;

(2) **$22,723.43** for attorney costs to Class Counsel;

(3) **$7,500** to Plaintiffs for incentive awards ($5,000.00 to Plaintiff Richard Silva and $2,500.00 to Plaintiff Alicia Delgado)**;**

(4) **$11,500** for claims administration costs; and

(5) **$37,500** (75% of $50,000 PAGA penalty) to the LWDA and **$12,500** (25% of $50,000 PAGA penalty) to the Aggrieved Employees.

- Defendant shall pay Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA.

- Plaintiffs' release of Defendants from claims described herein.

The Court will sign the [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT that Plaintiff electronically lodged on 09/15/2025. However, the Court will make revisions to the proposed order and judgment consistent with the instant ruling.

- In paragraph 10, "is not bound by this Judgment" is revised to "are not bound by this Judgment" in order to correct a grammatical error.

- In paragraph 15, the amount of Class Counsel's fees shall be amended to $300,000.

- Paragraph 23 shall be amended to reflect the due date for filing and service of Class Counsel's Final Report re: Distribution of the settlement funds as **02/22/2027**.

- Paragraph 23 shall be amended to reflect a Non-Appearance Case Review date of **03/01/2027**, 8:30 a.m., Department 9.

By **11/22/25**, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **<u>02/22/2027</u>**, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds.

The Court hereby sets a Non-Appearance Case Review Re: Distribution for **03/01/2027**, 8:30 a.m., Department 9.

<u>BACKGROUND</u>

This is a wage and hour class action. On April 25, 2022, Ms. Delgado filed a putative class action complaint against Defendant entitled Alicia Delgado v. Akua Behavioral Health, Inc. (Los Angeles County Superior Court Case No. 22STCV13591, hereinafter "Delgado Action"), which alleged the following causes of action: (1) Failure to Pay All Wages Due in Violation of Cal. Labor Code §§ 204, 510, 1194 & 1198; (2) Meal Period Violations (Cal. Lab. Code §§ 512, 226.7); (3) Rest Period Violations (Cal. Lab. Code § 226.7); (4) Failure to Reimburse for Business Expenses (Cal. Labor Code § 2802); (5) Failure to Provide Accurate Itemized Statements in Violation of Cal. Labor Code §§ 226(a)-(g); (6) Waiting Time Penalties (Cal. Lab. Code §§ 201-203); and (7) Unfair Competition.

On October 31, 2022, Ms. Delgado filed a Second Amended Complaint in the Delgado Action adding an additional cause of action under PAGA.

On December 21, 2022, Defendant filed a motion to compel arbitration of Ms. Delgado's individual PAGA claims and dismiss the representative PAGA claim and potential class claims.

On April 6, 2023, 2023, the Honorable Yvette M. Palazuelos entered an order compelling Ms. Delgado's individual PAGA claims to arbitration, and stayed the representative PAGA claim and potential class claims pending the completion of arbitration.

On May 3, 2023, Ms. Delgado initiated arbitration of her individual Labor Code and PAGA claims with JAMs. The Honorable Kirk H. Nakamura (Ret.) was designated as the arbitrator.

On July 27, 2022, after fully exhausting PAGA's 65-day notice period, Mr. Silva filed a civil complaint against Defendant entitled Richard Silva v. Akua Behavioral Health, Inc (Orange County Superior Court Case 30-2022-01272105, hereinafter "Silva Action"), which alleged a single cause of action under the PAGA predicated on the following Labor Code violations: (1) Failure to Pay Overtime (Cal. Labor Code §§ 510 and 1198); (2) Failure to Provide Meal Periods (Cal. Labor Code §§ 226.7 and 512(a)); (3) Failure to Provide Rest Periods (Cal. Labor Code §

226.7); (4) Failure to Pay Minimum Wages (Cal. Labor Code § 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages Upon Termination (Cal. Labor Code §§ 201 and 202); (6) Failure to Timely Pay Wages During Employment (Cal. Labor Code § 204); (7) Failure to Provide Complete and Accurate Wage Statements (Cal. Labor Code § 226(a)); (8) Failure to Keep Complete and Accurate Payroll Records (Cal. Labor Code § 1174); and (9) Failure to Reimburse Necessary Business-Related Expenses (Cal. Labor Code §§ 2800 and 2802).

On September 16, 2022, Defendant filed a motion to compel arbitration of Mr. Silva's individual PAGA claims and dismiss the representative PAGA claims.

On January 23, 2023, the Honorable Lon Hurwitz entered an order compelling Mr. Silva's individual PAGA claims to arbitration, and stayed Mr. Silva's representative PAGA claim pending completion of arbitration.

On March 31, 2023, Mr. Silva initiated arbitration of his individual Labor Code and PAGA claims with JAMS. The Honorable Linda Miller (Ret.) was designated as the arbitrator.

On September 11, 2024, counsel filed a Third Amended Complaint ("TAC") in the Delgado Action adding Mr. Silva as an additional named plaintiff and to add allegations regarding misclassification and alleged violations of Labor Code §§ 1197, 1197.2, and 2800.

Prior to mediation, Defendant provided Plaintiffs' Counsel with informal discovery, which included: 1) all versions of Defendant's employee handbooks in use during the Class Period and other documents evidencing its relevant wage and hour policies and procedures; 2) key data points regarding the size and composition of the Class, such as the number of Class Members and Aggrieved Employees (including the number of current versus former employees), the total number pay periods worked by Class Members, and the average rates of pay for the Class; and 3) 25% sampling of Class Members' time and payroll records, which was randomly selected and included employees across the Class Period. It is further represented that Plaintiff's Counsel consulted with an expert to analyze Class Members' time and payroll records.

On April 16, 2024, the Parties attended a formal mediation with Lynn Frank, Esq., and were able to come to an agreement via a Mediator's Proposal. A fully executed long form Settlement Agreement was filed with the Court on October 9, 2024 attached to the Supplemental Declaration of S. Emi Minne ("Minne Decl.") ISO Preliminary Approval as Exhibit 1.

On March 20, 202, the Court continued preliminary approval for further briefing. In response, on May 13, 2025, counsel filed a fully executed Amended Settlement Agreement attached to the Second Supplemental Declaration of S. Emi Minne ("Minne Supp. Decl.") ISO Preliminary Approval as Exhibit 2.

Preliminary approval was granted on May 28, 2025. Notice was given to the Class Members as ordered. (See Declaration of Madely Nava ("Nava Decl."); Supplemental Declaration of Madely Nava ("Nava Supp. Decl.").)

On October 22, 2025, at Plaintiff's request, the Court continued Final Approval for counsel to file supplemental briefing and a RJN in support of their request for attorney's fees. In response, counsel filed the supplemental briefing and RJN on November 3, 2025.

Now before the Court is the motion for final approval of the settlement agreement.

<u>/ / /</u>

CLASS DEFINITION AND ESSENTIAL MONETARY TERMS OF SETTLEMENT AGREEMENT

- "Class" means all current and former non-exempt employees of Defendant that were employed in the state of California at any time during the Class Period. (Settlement Agreement, ¶1.5.)
    - "Class Period" means the period commencing on April 22, 2021, and ending on June 15, 2024. (¶1.12)
    - There are 594 class members and 592 Participating Class Members. (Nava Decl., ¶¶14-15.) The total number of workweeks worked by Participating Class Members during the Class Period is 22,876. (*Id.* at ¶18.)
- "Aggrieved Employees" means all current and former non-exempt employees of Defendant employed by Defendant in the State of California at any time during the PAGA Period. (¶1.4)
    - "PAGA Period" means the period commencing on April 22, 2021, and ending on June 15, 2024. (¶1.32)
    - There are 594 Aggrieved Employees who worked a total of 22,978.14 Workweeks during the PAGA Period. (Nava Decl., ¶19.)
- Based on its records, Defendant estimated that, between April 22, 2021 and April 16, 2024, there were 541 Class Members who worked a total of 20,000 Workweeks ("Certified Workweek Count"). Should the qualifying Workweeks worked by the Class Members during this period (i.e., April 22, 2021 to April 16, 2024) ultimately increase by more than 10% of the Certified Workweek Count (i.e., by more than 2,000 Workweeks), Defendant shall increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% of the Certified Workweek Count (e.g., if the number of Workweeks increases by 11 % to 22,000 Workweeks, the Gross Settlement Amount will increase by 1 % to $909,000.00).). (¶9)
    - The total number of Workweeks worked by Class Members between April 22, 2021 to April 16, 2024 was 21,398.57; therefore, the escalator clause was not triggered (Nava Decl., ¶16.)
- The Gross Settlement Amount ("GSA") is **$900,000**, non-reversionary. (¶4.1)
- The Net Settlement Amount ("Net") (**$495,000)** is the GSA minus the following:
    - Up to **$315,000 (35%)** for attorney fees (¶4.2.2)
        - **Fee Split:** 40% to Parker & Minne, LLP, 40% to Lawyers for Justice, PC, and 20% to Law Office of Donald Potter (Minne Decl. ISO Final, ¶75.)
    - Up to **$30,000** for litigation costs (¶4.2.2);
    - Up to **$7,500** for Service Payments to the Named Plaintiffs ($5,00 to Plaintiff Richard Silva and $2,500 to Plaintiff Alicia Delgado) (¶4.2.1);
    - Up to **$15,000** for settlement administration costs (¶4.2.3);
    - Payment of **$37,500** (75% of $50,000 PAGA penalty) to the LWDA. (¶4.2.5)
- Defendant will also pay employer-side taxes. (¶4.1)

- Funding of Settlement**:** Defendant shall fully fund the Gross Settlement Amount and Defendant's share of any employer-side payroll taxes over a series of twenty-four (24) installment payments as follows: (¶5.3)
  - Defendant shall make eight (8) monthly installment payments of $20,000.00 ("2024 Installments") into an interest-bearing Qualified Settlement Fund ("QSF") established by the Settlement Administrator. The first 2024 Installment shall be deposited by Defendant into the QSF by no later than May 31, 2024 (or, if the Settlement Administrator requires additional time to establish the QSF, within three (3) business days following establishment of the QSF). All remaining 2024 Installments shall be deposited by Defendant into the QSF by no later than the last day business day of each subsequent month, with the final 2024 Installment deposited by no later than December 31, 2024. Regardless of when payment commences, Defendant shall deposit a 9 total of $160,000.00 into the QSF by no later than December 31, 2024. (¶5.3.1);
  - Commencing in 2025, Defendant shall make sixteen (16) monthly installment payments of $46,250.00 ("2025-2026 Installments") into the QSF. The first 2025-2026 Installment shall be deposited by Defendant into the QSF by no later than January 31, 2025. All remaining 2025-2026 Installments shall be deposited by Defendant into the QSF by no later than the last day business day of each subsequent month, with the final 2025-2026 Installment, plus any amounts owed by Defendant for employer-side payroll taxes, deposited by Defendant into the QSF by no later than June 30, 2026. (¶5.3.2);
  - Any interest earned on the 2024 Installments and 2025-2026 Installments prior to disbursement of the Gross Settlement Amount (less any applicable fees and charges associated with the establishment and maintenance of the QSF) shall be used to pay Defendant's share of employer-side payroll taxes. If any additional interest remains following payment of employer-side payroll taxes, such amounts shall be credited towards the Gross Settlement Amount. Defendant may, in its sole discretion, prepay any amounts it chooses into the QSF without penalty. (¶5.3.3)
    - Defendant has provided a declaration evidencing the need for a payment plan. (Declaration of Kenny Dewan, *passim.*)
    - On June 21, 2024, Apex opened a Qualified Settlement Fund (QSF) to receive installment payments required by the Settlement. As of September 15, 2025, Defendant has deposited 16 installment payments totaling $530,000.00 into the QSF. (Nava Decl., ¶21.)
- Disbursement of GSA: Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount and all applicable employer-side payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not

precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶5.5)

- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the void date (180 days after the date of mailing). (¶5.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶5.4.3)
- Scope of the release: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and all employer-side payroll taxes, Plaintiffs, Class Members, Aggrieved Employees, and the State of California will release claims against all Released Parties as follows: (¶6)
  - Plaintiffs and all Participating Class Members shall release Released Parties from all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Actions including the following claims: (1) Violation of California Labor Code§§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code§§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code§ 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code§§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code§§ 201,202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code§ 226(a) (Non-Compliant Wage Statements); (7) Violation of California Labor Code§§ 2800 and 2802 (Unreimbursed Business Expenses); (8) Misclassification of Status; and (9) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197 .1, 1198, 2800, and 2802. This release is limited to claims arising during the Class Period. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims against Released Parties, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶6.2)
  - Plaintiffs, Aggrieved Employees, and the LWDA shall release Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiffs and/or the Aggrieved Employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the operative complaints in the Actions and/or the PAGA Notices, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation; failure to timely pay wages during employment; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll

records; failure to reimburse necessary business-related expenses; misclassification of status; and violations of Labor Code sections 201, 202,203,204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802. This release is limited to claims arising during the PAGA Period. (¶6.3)

  - The named Plaintiff will also provide a general release and 1542 waiver. (¶6.1.)

- Counsel has submitted the proposed settlement agreement to the LWDA on October 9, 2024. (Exhibit 10 to Minne Decl. ISO Preliminary Approval)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order on May 28, 2025, that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

B. Is the settlement fair, adequate, and reasonable?

The settlement was preliminarily found to be fair, adequate, and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

Number of class members: 594 (Nava Decl., ¶¶5, 14.)
Number of notice packets mailed: 591 (*Id*. at ¶7, 14.)
Number of undeliverable notices: 16 (*Id.* at ¶10.)
Number of opt-outs: 2 (*Id.* at ¶11; Nava Supp. Decl., ¶3)
Number of objections: 0 (Nava Decl., ¶12; Nava Supp. Decl., ¶3)
Number of participating class members: 592 (*Id.* at ¶15.)
Average individual payment: $833.24 (*Id.* at ¶18.)
Highest estimated payment: $3,564.07 (*Ibid*.)
Lowest estimated payment: $3.08 (*Ibid*.)
Number of Aggrieved Employees: 594 (*Id.* at ¶19.)
Average PAGA payment: $21.04 (*Id.* at ¶20.)
Highest estimated PAGA payment: $89.91 (*Ibid*.)
Lowest estimated PAGA payment: $.08 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel request $315,000 (35%) in fees and litigation costs and expenses in the amount of $22,723.43. (Motion ISO Final, 25:18-23.) The Settlement provides for attorney's fees up to $315,000 and costs of $30,000 (Settlement Agreement, ¶4.2.2); the class was provided notice of the requested awards, and no one objected. (Nava Decl., ¶12 and Exhibit A thereto; Nava Supp. Decl., ¶3.)

The following fee split has been agreed to herein: 40% to Parker & Minne, LLP, 40% to Lawyers for Justice, PC, and 20% to Law Office of Donald Potter (Minne Decl. ISO Preliminary Approval, ¶75.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method. (Motion ISO Final, pgs. 17-25.)

The fee request represents 33% of the gross settlement amount which is at least the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ("Empirical studies show that, regardless of whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Counsel has provided the following lodestar information:

FIRM	**HOURS**	**RATE**	**TOTAL**
Lawyers for Justice, PC	86.6	$850	**$73,610.00**
Law Office of Donald Potter	96.5	$800	**$77,200.00**
Parker & Minne, LLP	220.8	$800	**$176,640.00**
TOTAL	403.9		**$327,450.00**

(Slinger Decl. ISO Final, ¶¶13-14 and Exhibit A thereto; Declaration of Donald Potter ("Potter Decl.") ISO Final, ¶4; Minne Decl. ISO Final, ¶¶66, 68.)

Therefore, Class Counsel has spent a total of 403.9 for a total loadstar of **$327,450,** requiring a negative to reach the requested fee amount. (*Ibid*.)

As for costs, class counsel has incurred costs of $22,723.43. (Slinger Decl. ISO Final, ¶20 and Exhibit B thereto; Potter Decl., ¶7 and Exhibit 3 thereto; Minne Decl. ISO Final Approval, ¶¶76-79 and Exhibits 8 to 9 thereto.) Class Counsel is requesting $22,723.43 in costs, which is less than the settlement cap of $30,000. The costs in this case include, but are not limited to, filing costs ($2,924.20), case anywhere ($1,828.95), Berger Consulting Group ($2,920), and mediation costs ($10,500). (*Ibid*.) The costs seem reasonable and necessary to litigation.

Based on the above, the Court hereby awards **$300,000 (1/3)** for fees and **$22,723.43** for litigation costs.

D. <u>Incentive Award to Class Representative</u>

The Settlement Agreement provides for up to **$7,500** for Service Payments to the Named Plaintiffs ($5,00 to Plaintiff Richard Silva and $2,500 to Plaintiff Alicia Delgado. (Settlement Agreement, ¶4.2.1.)

Plaintiff Delgado represents that her contributions to this litigation include spending 15 to 20 hours obtaining counsel, gathering documents, reviewing documents, answering counsel's questions, identifying witnesses, and reviewing the settlement agreement. (Delgado Decl., ¶¶5, 10-11.)

Plaintiff Silva represents that his contributions to this litigation include spending 20 hours obtaining counsel, gathering documents, reviewing documents, answering counsel's questions, developing a strategy, identifying witnesses, remaining on call during mediation, and reviewing the settlement agreement. (Silva Decl., ¶¶4-8.)

Based on the above, the Court hereby awards enhancement awards the total amount of **$7,500** ($5,00 to Plaintiff Richard Silva and $2,500 to Plaintiff Alicia Delgado.)

E. <u>Claims Administration Costs</u>

The claims administrator requests **$11,500** for the costs of administering the settlement. (Nava Decl., ¶22.) This is less than the $15,000 maximum amount estimated in the Settlement Agreement; (Settlement Agreement, ¶4.2.3); and disclosed in the notice to class members. Based on all the work performed by the Claims Administrator. Therefore, the Court hereby awards costs in the requested amount.

<u>CONCLUSION AND ORDER</u>

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **$900,000**, non-reversionary. (¶4.1)

- The Court hereby approves and awards the following from the GSA:

  (1) **$300,000 (33%)** for attorney fees to Class Counsel;

  (2) **$22,723.43** for attorney costs to Class Counsel;

  (3) **$7,500** to Plaintiffs for incentive awards ($5,000.00 to Plaintiff Richard Silva and $2,500.00 to Plaintiff Alicia Delgado)**;**

  (4) **$11,500** for claims administration costs; and

  (5) **$37,500** (75% of $50,000 PAGA penalty) to the LWDA and **$12,500** (25% of $50,000 PAGA penalty) to the Aggrieved Employees.

- Defendant shall pay Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA.

- Plaintiffs' release of Defendants from claims described herein.

The Court will sign the [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT that Plaintiff electronically lodged on 09/15/2025. However, the Court will make revisions to the proposed order and judgment consistent with the instant ruling.

- In paragraph 10, "is not bound by this Judgment" is revised to "are not bound by this Judgment" in order to correct a grammatical error.

- In paragraph 15, the amount of Class Counsel's fees shall be amended to $300,000.

- Paragraph 23 shall be amended to reflect the due date for filing and service of Class Counsel's Final Report re: Distribution of the settlement funds as **02/22/2027**.

- Paragraph 23 shall be amended to reflect a Non-Appearance Case Review date of **03/01/2027**, 8:30 a.m., Department 9.

By **11/22/25**, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **<u>02/22/2027</u>**, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds.

The Court hereby sets a Non-Appearance Case Review Re: Distribution for **03/01/2027**, 8:30 a.m., Department 9.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: November 13, 2025

Elaine Lu

ELAINE LU
Judge of the Superior Court
Elaine Lu / Judge

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

22STCV13591
ALICIA DELGADO, vs AKUA BEHAVIORAL HEALTH, INC.

November 13, 2025
8:30 AM

Judge: Honorable Elaine Lu
Judicial Assistant: R. Arraiga
Courtroom Assistant: M. Tavakoli

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement;

The matter is NOT called for hearing.

The Court's tentative ruling was served on the parties via Case Anywhere on 11/12/2025.

The parties submitted to the Court's tentative ruling via the Case Anywhere message board on 11/12/2025.

No objectors appear this date in court or remotely via LA Court Connect.

The Court now adopts its tentative **RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** as the final order of the court. Said ruling is filed this date and is incorporated into the case file.

The Court rules as follows:

The Plaintiffs' Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; Memorandum of Points adn Authorities filed by Alicia Delgado, Richard Silva on 09/15/2025 is Granted.

The motion is **GRANTED** as the settlement is fair, adequate, and reasonable.

The [Proposed] Final Approval Order and Judgment electronically lodged on 09/15/2025 (modified pursuant to the Court's ruling) is signed, filed and entered this date.

Said document is returned to the Plaintiff via the Electronic Filing and Service Provider (EFSP) electronic-filing portal this date.

The Plaintiff is responsible for obtaining said document from the electronic-filing portal.

By no later than **11/22/2025,** Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By no later than **02/27/2027**, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds.

If the report is **NOT** filed by said date, subsequently an Order to Show Cause Re: Sanctions may be set.

A **Non-Appearance Case Review Re: Distribution is scheduled for 03/01/2027 at 08:30 AM in Department 9 at Spring Street Courthouse.**

When the parties submitted to the tentative, Counsel for Plaintiff was ordered to download this minute order and the **signed** ruling from the LASC website, to give notice to all parties, and to file proof of service of such within ten (10) days.