

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Victoria B. Rivapalacio (State Bar #275115)
Christine T. LeVu (State Bar #288271)
Adolfo Sanchez Contreras (State Bar #354371)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

JONATHAN TEJEDA, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

SACRAMENTO BEHAVIORAL
HEALTHCARE HOSPITAL, LLC, a
California Limited Liability Company;
and DOES 1 through 50, inclusive,

Defendants.

**Case No. 34-2022-00332060-CU-OE-
GDS**

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Hearing Date: March 28, 2025
Hearing Time: 9:00 a.m.
Reservation # **A-332060-001**

Judge: Hon. Hon. Jill H. Talley
Dept.: 23

Action Filed: December 28, 2022
Trial Date: Not Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDER AND JUDGMENT

1. Plaintiff Jonathan Tejada (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California Labor Code § 2699(1), against Defendant Sacramento Behavioral Healthcare Hospital, LLC (“Defendant”).

2. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is incorporated by reference. The California Labor Workforce Development Agency was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

3. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of \$828,550 following the increase of \$98,550 from the escalator provision, which includes the PAGA Payment, the Administration Expenses Payment (not to exceed \$6,500) for ILYM Group, Inc. to administer the settlement, PAGA Counsel Fees Payment in the amount of \$276,183 (one-third of the Gross Settlement Amount), and PAGA Counsel Litigation Expenses Payment in the amount of \$22,723.62. The PAGA Payment, which is the amount remaining of the Gross PAGA Settlement Amount after deduction of the Administration Expenses Payment, and PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, shall be allocated to Labor Code 2699 penalties, including other civil penalties specified in the Labor Code, of which 75% of the payment will be paid to the LWDA (no less than \$386,900.25) and 25% will be paid to the Aggrieved Employees (no less than \$128,966.75).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and

1 approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment,
2 which shall be allocated and paid out as set forth in the Settlement Agreement.

3 5. The “Aggrieved Employees” are defined as all individuals who are or were employed
4 by Defendant Sacramento Behavioral Healthcare Hospital, LLC in California and classified as a non-
5 exempt employee at any time during the PAGA Period. The PAGA Period is the period from October
6 14, 2021 through October 13, 2024.

7 6. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement
8 Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall
9 be entitled to a release of the Released PAGA Claims. The “Released PAGA Claims” means all claims
10 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated
11 in the Operative Complaint, and the PAGA Notice submitted by Plaintiff to the LWDA, which
12 occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims,
13 including Plaintiff’s Individual Settlement Payment which is subject to a separate release, claims for
14 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
15 unemployment insurance, disability, social security, workers’ compensation, and California class
16 claims, and PAGA claims outside of the PAGA period.

17 7. This settlement (including this Order) cannot be used, directly or indirectly, to
18 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
19 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
20 statute, ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation),
21 or any liability, obligation, or duty at law or in equity, or for any other purpose adverse to the
22 Defendant. This settlement (including this Order) shall not be construed to be an admission by
23 Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other
24 person, and Defendant specifically disclaims any such liability or wrongdoing.

25 8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry
26 of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain
27 jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,
28

1 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
2 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
3 distribution of settlement benefits.

4 9. The Court sets a settlement compliance hearing for November 14, 2025 at 10:30 a.m.
5 in Department 23. At least 15 days prior to the settlement compliance hearing, counsel shall file a
6 declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that
7 the settlement funds have been fully distributed, no appearance will be required at the settlement
8 compliance hearing.

9 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
10 **ENTERED ACCORDINGLY.**

11
12 DATED: _____

13 THE HONORABLE JILL H. TALLEY
14 JUDGE OF THE SUPERIOR COURT
15
16
17
18
19
20
21
22
23
24
25
26
27
28