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MERCED COUNTY

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CLERK OF THE SUPERIOR COURT

BY  DEPUTY

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CALIFORNIA PSYCHIATRIC
TRANSITIONS INCORPORATED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED

PATRICIA L. BODEMER, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

CALIFORNIA PSYCHIATRIC TRANSITIONS
INCORPORATED ; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 22CV-03472

Assigned for all purposes to:
Hon. Paul C. Lo
Dept. 3

~~AMENDED PROPOSED~~ ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: March 26, 2025
Time: 10:00 a.m.
Dept: 3

1 The above-referenced Class Action and PAGA Representative Action ("Action") having
2 come before the Court on March 26, 2025, at 10:00 a.m. in Department 3 before the Honorable
3 Paul C. Lo, presiding for a hearing and Order Granting Final Approval of Class Action and PAGA
4 Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval
5 Order ("Preliminary Approval Order"), filed and entered November 20, 2024, and as set forth in
6 the Class Action and PAGA Settlement Agreement between Plaintiff Patricia Bodemer and
7 Defendant California Psychiatric Transitions Incorporated ("Settlement") in this Action, and due
8 and adequate notice having been given to all Class Members and PAGA Members as required in
9 the Preliminary Approval Order, and the Court having considered all papers filed and proceedings
10 had herein and otherwise being fully informed, and good cause appearing therefor,

11 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

12 1. All terms used herein shall have the same meaning as defined in the Settlement.

13 2. This Court has jurisdiction over the subject matter of this Action and over all
14 Parties to this Action, including all Class Members and PAGA Members.

15 3. Distribution of the Class and PAGA Notice directed to the Class Members and
16 PAGA Members as set forth in the Settlement and the other matters set forth therein has been
17 completed in conformity with the Preliminary Approval Order, including notice to all Class
18 Members and PAGA Members who could be identified through reasonable effort, and is the best
19 notice practicable under the circumstances. The Class and PAGA Notice provided due and
20 adequate notice of the proceedings and of the matters set forth therein, including the proposed
21 Settlement set forth in the Settlement, to all persons entitled to such Class and PAGA Notice, and
22 the Class and PAGA Notice fully satisfied the requirements of due process. All Class Members,
23 PAGA Members, Released Class Claims and all Released PAGA Claims, are covered by and
24 included within the Settlement and this Final Order.

25 4. The Court hereby finds the Settlement was entered into in good faith pursuant to
26 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
27 finds that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the
28 standards and applicable requirements for final approval of this class action Settlement under

1 California law, including the provisions of California Code of Civil Procedure section 382 and
 2 Federal Rule of Civil Procedure Rule 23, approved for use by the California state courts in
 3 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

4 5. The Court hereby approves the Settlement set forth in the Settlement and finds that
 5 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
 6 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
 7 result of arms length negotiations and private mediation. The Court further finds that the Parties
 8 have conducted investigation and research, and counsel for the Parties are able to reasonably
 9 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
 10 additional substantial costs, as well as avoid the delay and risks that would be presented by the
 11 further prosecution of the Action. The Court has reviewed the benefits that are being granted as
 12 part of the Settlement and recognizes the significant value to the Class Members and PAGA
 13 Members. The Court also finds that the Class is properly certified as a class for settlement
 14 purposes only.

15 6. As of the date of entry of this Final Order, each and every Released Claim (as
 16 defined in the Settlement and set forth below) of each and every Class Member is and shall be
 17 deemed to be conclusively released as against the Released Parties. As of the date of this Final
 18 Order, the Class Representatives and each and every Class Member who have not submitted a
 19 valid Request for Exclusion are hereby released and forever barred and enjoined from prosecuting
 20 the Released Claims, except as to such rights or claims as may be created by the Settlement,
 21 against Defendant and the Released Parties from any and all claims under state, federal and local
 22 law ultimately alleged in this Action and that reasonably could have been alleged in this Action
 23 based on the factual allegations contained in the Operative Complaint in this Action and any
 24 amendments thereto, as to the Class Members, including without limitation, California Labor
 25 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12,
 26 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, California Industrial Commission Wage
 27 Orders, California Code of Regulations, Title 8, Section 11040, et. Seq., Business and Professions
 28 Code Sections 17200, et seq., California Code of Civil Procedure Section 1021.5, and including

all claims for alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records and recordkeeping, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, waiting-time penalties) interest, fees, costs, as well as all other claims and allegations alleged in the Operative Complaint (collectively "Released Class Claims"), which arose during the Class Period.

7. As of the date of entry of this Final Order, the claims to be released by the PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2800, and 2802, and the wage orders of the California Industrial Welfare Commission based on the facts alleged in the Operative Complaint (collectively, "Released PAGA Claims"). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all Aggrieved Employees during the PAGA Period, regardless of whether Plaintiff and/or an Aggrieved Employee negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement. Aggrieved Employees cannot and do not have the right to opt out as an Aggrieved Employee and/or release of their Released PAGA Claims against the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to his/her standing and/or inclusion as an Aggrieved Employee, assuming they/he/she qualifies as an Aggrieved Employee.

1 8. Neither the Settlement nor any of the terms set forth in the Settlement is an
2 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
3 the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
4 Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein,
5 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an
6 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
7 or liability whatsoever. The entering into or carrying out of the Settlement, and any negotiations
8 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
9 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
10 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
11 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
12 the provisions of this Final Order, the Settlement, the Released Class Claims, the Released PAGA
13 Claims, and any related agreement or release. Notwithstanding these restrictions, any of the
14 Released Parties may file in this Action, or submit in any other proceeding, the Final Order, the
15 Settlement, and any other papers and records on file in this Action as evidence of the Settlement
16 to support a defense of res judicata, collateral estoppel, release or other theory of claim or issue
17 preclusion or similar defense as to the Released Class Claims and the Released PAGA Claims.

18 9. The Court hereby enters judgment in the entire Action as of the filing date of this
19 Final Order, pursuant to the terms set forth in the Settlement. Without affecting the finality of this
20 Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,
21 implementation and enforcement of the Settlement and all orders entered in connection therewith
22 pursuant to California Code of Civil Procedure section 664.6.

23 10. With respect to the Class and for purposes of approving this Settlement only, this
24 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
25 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
26 Class, and there is a well-defined community of interest among members of the Class with respect
27 to the subject matter of the Action; (c) the claims of Class Representative Patricia Bodemer are
28 typical of the claims of the members of the Class; (d) the Class Representative has fairly and

adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and representative capacities for the Class. The Court finds the settlement payments provided for under the Settlement to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement.

11. The Court hereby confirms Aegis Law Firm, PC as Class Counsel for the Settlement Class and for all PAGA Members.

12. The Court further finds that the common fund doctrine is applicable to this Action because there is a sufficiently identifiable class of beneficiaries ("the Class"), the benefits can be accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The Court finds the attorneys' fees request of one-third of the Gross Settlement Amount to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that has been approved by other courts in similar cases and reasonable in light of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the Class, and the contingent nature of the recovery over the course of this Action, which included potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$350,000.00 and attorneys' costs in the amount of \$23,162.45, from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to this Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Settlement and made payable to and deposited into the bank account of "Aegis Law Firm, PC" as Class Counsel in this Action.

1 13. The Court also hereby approves and orders payment of a Service Award to
2 Plaintiff and Class Representative Patricia Bodemer in the amount of \$10,000.00 from the Gross
3 Settlement Amount.

4 14. The Court also hereby approves and orders payment in the amount of \$37,500.00
5 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and
6 Workforce Development Agency.

7 15. The Court also hereby approves and orders payment from the Gross Settlement
8 Amount for actual claims administration expenses incurred by the Settlement Administrator,
9 ILYM Group, Inc. in the amount of \$7,950.00.

10 16. The Court also hereby approves and orders that any residue from uncashed
11 settlement award checks after the expiration date will be paid out to the California Controller's
12 Unclaimed Property Fund in the name of the Class Member, thereby leaving no unclaimed residue
13 subject to California Code of Civil Procedure section 384.

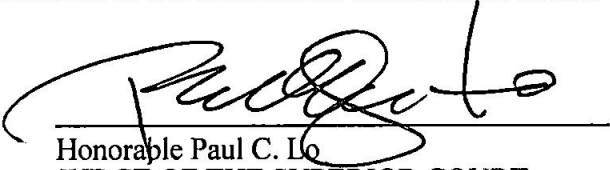
14 17. The Court also hereby finds and orders that the Settlement is and constitutes a fair,
15 adequate, and reasonable compromise of the Released Claims against Defendant and the Released
16 Parties.

17 18. Provided the Settlement becomes effective under the terms of the Settlement, the
18 Court also hereby orders that the deadline for mailing the Court-approved Settlement Awards,
19 attorneys' fees and costs, and Service Award is as set forth in the Implementation Schedule within
20 the Preliminary Approval Order.

21 19. The Court also hereby finds that there were no objections to the Settlement raised
22 by any person on the record at the hearing on the Final Approval Order.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24
25 DATED: 3/26/25


Honorable Paul C. Ito
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

I, Gail Kristine Baum, declare:

I am employed in the County of Sacramento, State of California. I am over the age of 18 years and not a party to the within action; my business address is Jackson Lewis P.C., 400 Capitol Mall, Suite 1600, Sacramento, California 95814.

On March 18, 2025, I served the within:

**[AMENDED PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on the parties in said action:

X

by forwarding a true and correct copy thereof electronically from e-mail address *gail.baum@jacksonlewis.com* to the persons at the e-mail addresses set forth below, pursuant to California Rules of Court, rule 2.251(c)(3) and/or California Code of Civil Procedure section 1010.6(b)(2).

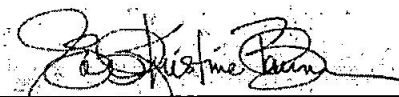
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 18th day of March, 2025 at Sacramento, California.


Gail Kristine Baum