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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LISA MARTINI and ISIAIAH MA,
individuals, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

SAN FERNANDO VALLEY COMMUNITY
MENTAL HEALTH CENTER,
INCORPORATED, a California corporation;
SAN FERNANDO VALLEY COMMUNITY
HEALTH, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV00900

[PROPOSED] JUDGMENT

Date:	June 30, 2025
Time:	9:00 a.m.
Judge:	Hon. Elihu M. Berle
Dept.:	6

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
3 Representative Payment duly came on for hearing on June 30, 2025, before the above-entitled Court.
4 The parties having settled this action and the Court having entered an Order Granting Motion for
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

7 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
8 The Class is defined as all current and former hourly-paid or non-exempt employees who worked
9 for Defendant within the State of California during the Class Period. The Class Period is defined as
10 the period from January 13, 2019, to December 31, 2023.

11 2. All persons who meet the foregoing definition are members of the Settlement Class,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
13 are 697 Class Members who worked for Defendant during the Class Period. After providing Notice
14 to the Class, there are ____ opt-outs and ____ objections to the Settlement.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement, and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendant funds the Gross Settlement Amount, by operation of
25 this Final Judgment, each Class Member who has not validly opted out, has released the "Released
26 Class Claims" against the Defendant and all of the "Released Parties" as set forth in the Agreement.
27 The Participating Class Members, including Plaintiffs, are bound by the Agreement, the Order
28 Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment. The

1 Participating Class Members, including Plaintiffs, are enjoined from prosecuting the Released Class
2 Claims and from initiating or continuing other proceedings regarding the Released Class Claims.

3 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

4 (a) The Released Class Claims are defined as all class claims alleged, or
5 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
6 Action which occurred during the Class Period. Except as set forth in Section 5.3 of the Agreement,
7 Participating Class Members do not release any other claims, including claims for vested benefits,
8 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
9 disability, social security, workers' compensation, or claims based on facts occurring outside the
10 Class Period.

11 (b) The "Released Parties" means Defendant and each of its former and present
12 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

13 7. As of the date that Defendant fully funds the Gross Settlement Amount, by operation
14 of this Final Judgment, the Plaintiffs, the Labor and Workforce Development Agency ("LWDA"),
15 the State of California, and each "Aggrieved Employee" has released the Released Parties from the
16 "Released PAGA Claims" for the "PAGA Period" as set forth in the Agreement. Plaintiffs, the
17 Aggrieved Employees, the LWDA, and the State of California are bound by the Agreement, the
18 Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.
19 Plaintiffs, the Aggrieved Employees, the LWDA, and the State of California are enjoined from
20 prosecuting the Released PAGA Claims and from initiating or continuing other proceedings
21 regarding the Released PAGA Claims.

22 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

23 (a) The Aggrieved Employees are defined as all current and former hourly-paid
24 or non-exempt employees who worked for Defendant within the State of California during the
25 PAGA Period.

26 (b) The "PAGA Period" is defined as the period from March 23, 2022, to
27 December 31, 2023.

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1 (c) The Released PAGA Claims are defined as all PAGA claims alleged in the
2 operative complaint in the *Ma v. San Fernando Valley Community Mental Health Center*
3 *Incorporated* matter and Plaintiff Ma's PAGA Notice to the LWDA which occurred during the
4 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
5 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
6 and PAGA claims outside of the PAGA Period.

7 9. This Court hereby grants final approval and awards the following: (i) \$585,371.23
8 for Attorneys' Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount,
9 or Five Hundred Fifty-Five Thousand, Three Hundred Seventy-One Dollars and Twenty-Three
10 Cents (\$555,371.23) and costs and expenses in the amount of Thirty Thousand Dollars and Zero
11 Cents (\$30,000.00); (ii) the Class Representative Payment to Class Representatives, Lisa Martini
12 and Isaiah Ma, of Ten Thousand Dollars and Zero Cents (\$10,000.00) each; (iii) Administration
13 Expenses Payment of Twelve Thousand Dollars and Zero Cents (\$12,000.00) to Apex Class Action
14 LLC; and (iv) Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) (75% of
15 the PAGA Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and
16 Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) (25% of the PAGA Payment)
17 allocated to Aggrieved Employees ("Individual PAGA Payments").

18 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
19 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
20 California Labor Code section 2699(1)(3).

21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23
24 DATED: _____
25
26

27 _____
28 Hon. Elihu M. Berle
Judge, Superior Court for the State of California,
County of Los Angeles