

**KINGSLEY SZAMET
EMPLOYMENT LAWYERS**

ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
JESSI BULAON, Esq., (SBN 340749)
jessi@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Tel: (818) 990-8300, Fax (818) 990-2903

ABRAMSON LABOR GROUP

WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
Wza@abramsonlabor.com
1700 W Burbank Blvd,
Burbank, CA 91506
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SUTTER**

IRMA MARTINEZ-MONTANO, an
individual, on behalf of herself and others
similarly situated,

PLAINTIFF,

NORTH VALLEY BEHAVIORAL
HEALTH, LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. CVCS23-0000676

[Case Assigned for All Purposes to Hon. Perry
Parker in Courtroom 1]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 4, 2025
Time: 9:00 a.m.
Dept.: 1

Complaint Filed: April 12, 2023
Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 August 4, 2025, the Honorable Laura J. Davis, presiding. The Court, having considered the papers
3 submitted in support of the motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

4 1. The Court grants preliminary approval of the proposed settlement based upon the
5 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
6 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court
7 finds that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the
8 Agreement is sufficient to warrant notice of the Agreement to persons in the Class and a full
9 hearing regarding final approval of the Agreement.

10 2. For purposes of this Order, the proposed class is defined as follows: “All persons
11 who are employed or have been employed as an hourly employee by NORTH VALLEY
12 BEHAVIORAL HEALTH, LLC, in the State of California from April 14, 2019 to the earlier of
13 preliminary approval or March 7, 2025.” (“Class”)

14 3. The Class Period means the period from April 14, 2019 to March 7, 2025 or the
15 date of preliminary approval, whichever is earlier. (“Class Period”)

16 4. For purposes of the Agreement, the Aggrieved Employees are defined as: “All
17 persons who are employed or have been employed as an hourly employee by NORTH VALLEY
18 BEHAVIORAL HEALTH, LLC, in the State of California from April 14, 2022 to the earlier of
19 preliminary approval or March 7, 2025.” (“Aggrieved Employees”)

20 5. The PAGA Period means the period from April 14, 2022 to March 7, 2025 or the
21 date of preliminary approval, whichever is earlier. (“PAGA Period”)

22 6. The Agreement falls within the range of reasonableness and appears to be
23 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
24 and final approval by this Court.

25 7. The Court makes the following preliminary findings for settlement purposes only.

26 A. The Class, which consists of approximately 675 persons, is so numerous that
27 joinder of all members is impracticable;

28 B. There appear to be questions of law or fact common to the Class for purposes

of determining whether this Settlement should be approved;

C. Plaintiff's claims appear to be typical of the claims being resolved through the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Class. Accordingly, the Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Settlement Class Members in substantially the form attached to the Agreement as Exhibit "A".

9. The Court approves the procedure for Settlement Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Settlement Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

13. The Court confirms Eric B. Kingsley, Kelsey M. Szamet, and Jessi Bulaon of KINGSLEY SZAMET EMPLOYMENT LAWYERS and William Zev Abramson of Abramson Labor Group as Class Counsel.

14. The Court confirms Irma Martinez-Montano as Class Representative.

1 15. The Court approves Phoenix Class Action Administration Solutions as the
2 Administrator.

3 16. The Court orders that pursuant to the California Private Attorneys General Act,
4 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Agreement has been and will
5 continue to be given to the Labor & Workforce Development Agency.

6 17. A final fairness hearing on the question of whether the proposed Agreement,
7 attorneys' fees and costs to Class Counsel, the PAGA payment, and the claims administration costs
8 should be finally approved as fair, adequate, and reasonable as to the members of the Class is
9 scheduled for _____ at _____ (Pacific Time), in Courtroom 1.

10 18. The Court orders the following Implementation Schedule for further proceedings:

12	a.	Preliminary Approval Granted	_____
13	b.	Deadline for Defendant to Provide Settlement Class Members' Information to Administrator	15 calendar days from Entry of Preliminary Approval
15	c.	Administrator Shall Mail Notice to Settlement Class Members	14 calendar days from receipt of the Class List from Defendant
17	d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
18	e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
20	f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
22	g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court _____
24	h.	Final Approval Hearing	_____

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28 19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order

1 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the
2 “Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the
3 subject of this Order shall become null, void, unenforceable and inadmissible in any judicial,
4 administrative or arbitral proceeding for any purpose, and all evidence, court orders and
5 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
6 of the Parties to the litigation, as more specifically set forth in the Agreement.

7 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all
8 proceedings in this matter except those contemplated herein and in the Agreement are hereby
9 stayed.

10 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
11 Hearing from time to time without further notice to members of the Class.

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13 **DATED:** _____

14 **JUDGE OF THE SUPERIOR COURT**
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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On July 10, 2025, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

FERBER LAW, A Professional Corporation

Michelle Ferber, Esq.
mferber@ferberlaw.com
Jon Babione, Esq.
jbabione@ferberlaw.com
Adam Arce
aarce@ferberlaw.com
2603 Camino Ramon, Suite 385
San Ramon, CA 94583
Attorneys for Defendant

Attorneys for Defendants

ABRAMSON LABOR GROUP

WILLIAM ZEV ABRAMSON, Esq.
wza@abramsonlabor.com
1700 W Burbank Blvd,
Burbank, CA 91506
Attorneys for Plaintiff

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/414>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 10, 2025, at Chino, California.



Leslie Sanchez