

**KINGSLEY SZAMET
EMPLOYMENT LAWYERS**
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
JESSICA 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,

v.

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
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: January 26, 2026
Time: 9:00 AM
Courtroom: 1

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

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class and representative action lawsuit brought by Plaintiff
3 Irma Martinez-Montano (“Class Representative” or “Plaintiff”) against Defendant NORTH
4 VALLEY BEHAVIORAL HEALTH, LLC (“Defendant”). The Motion for Final Approval of
5 Class Action Settlement came before this Court, on January 26, 2026.

6 **WHEREAS**, Judge Jeffrey A. Thompson granted preliminary approval of the Class Action
7 and PAGA Settlement Agreement (“Agreement”), attached to the concurrently-filed Declaration
8 of Eric B. Kingsley as Exhibit “1”, on August 19, 2025.

9 **WHEREAS**, Plaintiff Irma Martinez-Montano has applied to the Court for an order
10 granting final approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Eric B.
15 Kingsley, Irma Martinez-Montano; William Zev Abramson, and Jarrod Salinas of Phoenix Class
16 Action Administration Solutions; and the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Settlement Class Members
24 and is hereby finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Settlement Class Members,
28 except those who timely and properly filed Request for Exclusion, as well as their heirs, executors

1 and administrators, successors and assigns.

2 5. There is one (1) valid request for exclusion, Sumana Rajappa.

3 6. There are no objectors to the Agreement.

4 7. It is ordered that the Class is certified for settlement purposes only. The Court
5 finds that an ascertainable class exists and a well-defined community of interest exists in the
6 questions of law and fact involved because in the context of the Agreement: (i) there are questions
7 of law and fact common to the Settlement Class Members which, as to the Agreement and all
8 related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical
9 of the Claims of the Settlement Class Members; and (iii) in negotiating, entering into and
10 implementing the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately
11 represented and protected the interest of the Settlement Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
15 pendency of the Action, their right to object to or exclude themselves from the proposed
16 Agreement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and
17 constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
18 met all applicable requirements of the California Code of Civil Procedure, the California and
19 United States Constitution (including the Due Process Clause), the California Rules of Court and
20 any other applicable law.

21 9. The Class is hereby made final. The Class is defined as: "All persons who are
22 employed or have been employed as an hourly employee by NORTH VALLEY BEHAVIORAL
23 HEALTH, LLC, in the State of California from April 14, 2019 to the earlier of preliminary
24 approval or March 7, 2025." ("Class").

25 10. The "Class Period" is August 14, 2019 to March 7, 2025.

26 11. The Aggrieved Employees are hereby made final. The Aggrieved Employees are
27 defined as: "All persons who are employed or have been employed as an hourly employee by
28 NORTH VALLEY BEHAVIORAL HEALTH, LLC, in the State of California from April 14, 2022

1 to the earlier of preliminary approval or March 7, 2025.” (“Aggrieved Employees”)

2 12. The “PAGA Period” is April 14, 2022 to March 7, 2025.

3 13. The Agreement is not an admission by Defendant, nor is this Final Order a finding
4 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order,
5 the Agreement, nor any document referred to herein, nor any action taken to carry out the
6 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
7 wrongdoing on the part of Defendant.

8 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
9 Settlement Class Member shall fully release and discharge the Released Parties pursuant to the
10 following release and expressly waive and relinquish any and all claims, rights or benefits that
11 they may have under California Civil Code § 1542, which provides:

12 “all claims that were alleged, or reasonably could have been alleged,
13 based on the Class Period facts stated in the Operative Complaint
14 and ascertained in the course of the Action Except as set forth in
15 Section 5.3 of this Agreement, Participating Class Members do not
16 release any other claims, including claims for vested benefits,
17 wrongful termination, violation of the Fair Employment and
18 Housing Act, unemployment insurance, disability, social security,
19 workers’ compensation, or claims based on facts occurring outside
20 the Class Period.”

21 15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each
22 aggrieved employees shall fully release and discharge the Released Parties pursuant to the
23 following release: “all claims for PAGA penalties that were alleged, or reasonably could have been
24 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
25 and ascertained in the course of the Action.”

26 16. Plaintiff and all Settlement Class Members who have not been timely and properly
27 excluded from the Class, and any person acting on their behalf, are permanently barred and
28 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Settlement Class

1 Members into a separate class for purposes of pursuing as a purported class action (including by
2 seeking to amend a pending complaint to include class allegations, or by seeking class certification
3 in a pending action) any lawsuit based on or relating to the Released Claims;

4 17. The Agreement provides that the Gross Settlement Amount is seven hundred
5 thousand dollars and zero cents (\$700,000.00). The Net Settlement Amount shall be determined
6 according to the terms of the Agreement.

7 18. The Court orders the calculations and the payments to be made and administered in
8 accordance with the terms of the Agreement.

9 19. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
10 Class for purposes of entering into and implementing the settlement. The Court hereby confirms
11 Kingsley Szamet Employment Lawyers and Abramson Labor Group as Class Counsel in the
12 Action.

13 20. The Court hereby finds the unopposed application of Class Counsel for a costs and
14 attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light
15 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$245,000.00
16 shall be paid for attorney fees and \$19,422.35 shall be paid for litigation costs.

17 21. The unopposed application of Class Counsel for an enhancement payment to
18 Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$7,500.00 Class Representative
19 Enhancement Payment shall be allocated to Class Representative Irma Martinez-Montano.

20 22. The unopposed application of Class Counsel for claims administration fees to
21 Phoenix Class Action Administration Solutions is hereby granted. Of the Gross Settlement
22 Amount, \$10,500.00 shall be paid for settlement administration fees.

23 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
24 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

25 24. The Court approves the PAGA Penalties in the amount of \$66,666.67. The Court
26 approves 75% of the PAGA Penalties being allocated to the Labor and Workforce Development
27 Agency ("LWDA") in the amount of \$50,000.00. The Court further directs that the remaining
28 25% of the PAGA Penalties, in the amount of \$16,666.67 shall be allocated to the Net Settlement

1 Amount for distribution to the Settlement Class Members.

2 25. If a Settlement Class Member does not cash his or her settlement check by the void
3 date, the uncashed funds shall be transmitted by the Administrator to the State of California Office
4 of the Controller in the name of the class member who did not cash his or her Individual Class
5 Settlement check.

6 26. Defendant shall have no further liability for costs, expenses, interest, attorneys'
7 fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

8 27. The Court hereby grants and authorizes the Parties, without further approval from
9 the Court, to agree to and to adopt such amendments, modifications and expansions of this
10 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
11 do not limit the rights of Settlement Class Members under the Stipulation.

12 28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
13 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
14 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
15 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
16 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
17 Settlement. Any disputes or controversies arising with respect to the interpretation,
18 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
19 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
20 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

21 29. This Final Order shall constitute a final judgment.

22
23 **DATED:** _____

24 **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 December 29, 2025, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS 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

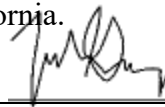
ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq.
wza@abramsonlabor.com
1700 W Burbank Blvd,
Burbank, CA 91506
Attorneys for Plaintiff

[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/315>) 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 below 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 December 29, 2025, at West Hollywood, California.



Taylor Gregg