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FILED
Superior Court of California
County of Los Angeles

05/22/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ARLENE ORTIZ, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

ACHIEVE BEHAVIORAL ASSOCIATES,
LLC, a California limited liability company;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 22STCV21990

Assigned for All Purposes to:
Honorable Stuart M. Rice
Department 1

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: May 22, 2024
Hearing Time: 10:30 a.m.
Hearing Place: Department 1

Complaint Filed: July 7, 2022
FAC Filed: June 13, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Arlene Ortiz and Taylor
2 Fessenden's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering the papers submitted in support of the motion, including the Class Action and PAGA
4 Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"), hereby **FINDS**
5 **AND ORDERS:**

6 Plaintiffs and Defendant Achieve Behavioral Associates LLC ("Defendant") entered the
7 Settlement Agreement on or about October 19, 2023 to settle this lawsuit.

8 The Court entered an order dated December 6, 2023 preliminarily approving the
9 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
10 Procedure section 382 and California Rule of Court 3.769, ordering notice to be sent to the Class
11 Members, providing the Class Members with an opportunity to object to the Settlement or
12 exclude themselves from the Class, and scheduling a Final Approval Hearing.

13 The Court held a Final Approval Hearing on May 22, 2024 to determine whether to give
14 final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Amended Order of Final Approval and
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
18 set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
20 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
21 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
22 including jurisdiction to approve the Settlement and grant final certification of the Class.

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1 3. Final Class Certification. The Court finds the Class satisfies all applicable
2 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
3 process. The Court certifies the Class consisting of all current and former hourly-paid or non-
4 exempt employees of Defendant within the State of California at any time during the period from
5 January 9, 2018, through May 31, 2023 (“Class,” “Class Members,” and “Class Period”). There
6 are two hundred twelve (212) Class Members who did not submit valid and timely Requests for
7 Exclusion from the Settlement (“Participating Class Members”).¹

8 4. Adequacy of Representation. Class Counsel fully and adequately represented the
9 Class for the purposes of entering and implementing the Settlement and satisfied the
10 requirements of Code of Civil Procedure section 382.

11 5. Class Notice. The Court finds the Court Approved Notice of Class Action
12 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the
13 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary
14 Approval Order. The Court also finds the Class Notice:

- 15 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
16 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
17 Agreement and their rights; (iii) their right to object to any aspect of the
18 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
19 Agreement; (v) their right to receive settlement payments; (vi) their right to
20 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
21 judgment in this lawsuit on all the Participating Class Members;
- 22 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
23 section 382, California Rule of Court 3.769, and due process;
- 24 c. constitutes the best practicable notice to the Class Members under the
25 circumstances of this lawsuit; and

26
27 ¹ The Administrator mailed Class Notices to two hundred thirteen (213) Class Members
28 and received one (1) request for exclusion. Thus, there are two hundred twelve (212)
Participating Class Members.

d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

7. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith and are the product of arm's-length negotiations by experienced counsel who have carried out a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release by Participating Class Members Who Are Not Aggrieved Employees. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the Released Class Claims.

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1 a. Release by Participating and Non-Participating Class Members Who Are
2 Aggrieved Employees. Effective on the date when Defendant fully funds the
3 entire Gross Settlement Amount and funds all employer payroll taxes owed on the
4 Wage Portion of the Individual Class Payments, all Participating and Non-
5 Participating Class Members, who are Aggrieved Employees, are deemed to
6 release, on behalf of themselves and their former and present representatives,
7 agents, attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from the Released PAGA Claims.

9 b. Plaintiffs' Release. Effective on the date when Defendant fully funds the entire
10 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
11 Portion of the Individual Class Payments, Plaintiffs and their former and present
12 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns generally release and discharge Released Parties from Plaintiffs' Release.
14 For purposes of Plaintiffs' Release, Plaintiffs also expressly waive and relinquish
15 the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

16 c. Released Parties. The Released Parties include Defendant and its past and present
17 parents, subsidiaries, affiliates, predecessors, successors, and assigns, and all their
18 past and present stockholders, owners, officers, directors, managers, employees,
19 agents, and representatives.

20 10. Class Representative Service Payments. The Court finds the Class Representative
21 Service Payments of \$5,000 to each Plaintiff (totaling \$10,000), to be paid by Defendant out of
22 the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative
23 Service Payments are to be paid pursuant to the terms and provisions set forth in the Agreement.

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- 1 a. The rationale for making enhancement payments is class representatives should
2 be compensated for the expense and risk they incurred in conferring a benefit on
3 the Class. Criteria courts consider include: (i) risk to the class representatives in
4 commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and
5 effort spent by the class representatives; (iv) duration of the litigation; and (v)
6 personal benefit (or lack thereof) enjoyed by class representatives.
- 7 b. The Court reviewed Plaintiffs' declarations outlining their involvement. Given the
8 risks inherent in the services as the class representatives, duration of the case and
9 time involved, and benefits created for the Class, the Court approves the payment
10 of the Class Representative Service Payments of \$5,000 to each Plaintiff.

11 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

12 The Court finds the Class Counsel Fees Payment of \$45,666.67, to be paid by Defendant to Class
13 Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the
14 Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual
15 litigation costs incurred of \$13,370.22, to be paid by Defendant to Class Counsel out of the
16 Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid
17 pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not
18 be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by
19 Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall
20 also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
21 incurred by Plaintiffs or Class Members in connection with or related in any manner to this
22 lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and
23 Released PAGA Claims.

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- a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$45,666.67 is one-third (1/3) of the common fund created for the benefit of the Class and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficult nature of this litigation, skills required, percentage fees award in previous and other cases, and contingent fees charged in the marketplace, the Court finds the Class Counsel Fees Payment is consistent with the marketplace, is reasonable, and is approved.
- b. The Court reviewed the declaration of Douglas Han regarding the costs expended in prosecuting this case. Under the terms of the Settlement, Class Counsel may seek reimbursement of up to \$15,000 in litigation costs. The Court finds Class Counsel expended \$13,370.22 in litigation costs, and such costs were reasonable. Thus, the Court approves the payment of the Class Counsel Litigation Expenses Payment of \$13,370.22 from the common fund for the reimbursement of Class Counsel's litigation costs.

12. Administration Expenses Payment. The Court finds Administration Expenses Payment of \$7,500, to be paid by Defendant to the Administrator out of the Gross Settlement Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

- a. The Court reviewed the declaration of Nick Castro from ILYM Group, Inc., the Court-approved Administrator. The Court finds notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. Thus, the Court approves the payment of the Administration Expenses Payment of \$7,500 for the Administrator's services in administering the Settlement.

1 13. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000, seventy-five
2 percent (75%) of which (\$7,500) will be paid to the LWDA out of the Gross Settlement Amount
3 and twenty-five percent (25%) of which (\$2,500) shall be distributed to the Aggrieved
4 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be
5 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

6 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross
7 Settlement Amount of \$137,000 by transmitting the funds to the Administrator no later than the
8 Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross
9 Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

10 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
11 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiffs contend the
12 Settlement was the product of arm's-length negotiations following extensive litigation,
13 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
14 Marc Feder, an experienced and well-respected mediator.

15 a. The fairness of the Settlement is demonstrated by there being no objections to and
16 only one (1) request for exclusion from the Settlement. The Class Member who
17 requested exclusion is Matthew Randall.

18 b. After the above-mentioned payments are deducted from the Gross Settlement
19 Amount, a Net Settlement Amount of \$50,463.11 will be made available to be
20 distributed to the Participating Class Members.

21 16. Uncashed Checks. The Class Members must cash or deposit their settlement
22 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
23 Uncashed settlement checks will be canceled and transmitted to the California Controller's
24 Unclaimed Property Fund in the name of the Class Member.

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1 17. Modification of Agreement. The Participating Class Members are hereby
2 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
3 written instrument signed by all Parties or their representatives and approved by the Court. Such
4 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
5 the rights of the Participating Class Members under the Agreement.

6 18. Non-Appearence Case Review. The Court sets a non-appearance case review on
7 May 22, 2025 at 10:30 a.m. in Department 1. Within five (5) court days before non-appearance
8 case review, Plaintiffs shall file a final report summarizing all distributions made pursuant to the
9 approved Settlement Agreement. Pursuant to Code of Civil Procedure section 384, the
10 compliance status report shall specify the total amount paid to the Class Members and the
11 residual of the unclaimed settlement funds that will be paid to the entity identified as the
12 recipient of such funds in the Settlement Agreement.

13 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
14 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
15 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
16 and for any other necessary purpose, including, without limitation:

- 17 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
18 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
19 arise out of the Settlement or this Order and Judgment;
- 20 b. entering such additional orders as may be necessary or appropriate to protect or
21 effectuate this Order and Judgment approving the Settlement, and permanently
22 enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure
23 the fair and orderly administration of the Settlement; and
- 24 c. entering any other necessary or appropriate orders to protect and effectuate this
25 Court's retention of continuing jurisdiction.

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1 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
2 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
3 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

4 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
5 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
6 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
7 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
8 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
9 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
10 THE JUDGMENT THEREON.

11 IT IS SO ORDERED.

12
13 DATED: 05/22/2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the printed name.

14 Stuart M. Rice / Judge
HONORABLE STUART M. RICE
SUPERIOR COURT JUDGE

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PROOF OF SERVICE
1013A(3) CCP

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 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is jtorrez@justicelawcorp.com

On May 24, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Ortiz, et al. v. Achieve Behavioral Associates, LLC**
LWDA/Court Case No.: **LWDA-CM-957549-23**
22STCV21990
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on May 24, 2024, at Pasadena, California.


Jessica Torrez