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11 Other Aggrieved Employees, and the General Public

12 *(Additional Counsel Listed on Following Page)*

13 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 MICHAEL MAYS, on behalf of himself
16 and as an "aggrieved employee" on
17 behalf of other "aggrieved employees"
18 under the Labor Code Private Attorneys
19 General Act of 2004,

20 Plaintiff(s),

21 vs.

22 MARIPOSA DETOX CENTER LLC, a
23 California limited liability company;
24 PHASE TWO ATC LLC, a California
25 limited liability company; MARIPOSA
26 DETOX CENTER II LLC, a California
27 limited liability company; and DOES 1-
28 50, inclusive,

Defendant(s).

MORIS ORELLANA, an individual, on
behalf of himself, all other aggrieved
employees, and the general public,

Plaintiff,

vs.

MAGNIFIED HEALTH SYSTEMS
WEST LLC; a Delaware limited liability
company; MARIPOSA DETOX
CENTER LLC, a California limited
liability company MARIPOSA DETOX

Case No. 22STCV30341

*[Assigned for all purposes to the Hon. Timothy Patrick
Dillon, Dept. 15]*

UNLIMITED JURISDICTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND AWARD OF ATTORNEYS'
FEES AND COSTS AND ADMINISTRATOR
COSTS**

Hearing:

Date: December 15, 2025

Time: 10:00 a.m.

Dept.: 15

Complaint Filed: July 31, 2023

CENTER II LLC, a California limited liability company; PHASE TWO ATC LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants

THE SPIVAK LAW FIRM

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Attorneys for Plaintiffs MORIS ORELLANA, MICHAEL MAYS,
Other Aggrieved Employees, and the General Public

1 This matter comes before the Honorable Timothy Patrick Dillon in Department 15 of the
2 above-entitled Court located at Spring Street Courthouse 312 N. Spring Street, Los Angeles,
3 California 90012 on Plaintiff Moris Orellana's and Plaintiff Michael Mays's Motion for Approval
4 of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Costs
5 and Administrator Costs. Counsel of record for Plaintiffs appeared for Moris Orellana and Michael
6 Mays ("Plaintiffs"), and Defendants Magnified Health Systems West, LLC, Mariposa Detox
7 Center LLC, Phase Two ATC LLC, and Mariposa Detox Center II LLC ("Defendants") were
8 represented by their counsel of record.

9 On July 8, 2025, Plaintiffs and Defendants (together the "Parties") fully executed the
10 Stipulation of Settlement ("Settlement," "Settlement Agreement," or "Agreement").

11 The Court has reviewed and considered: (1) The Notice of Motion and Motion for
12 Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees
13 and Costs and Administrator Costs and Supplemental papers in support thereof; (2) the
14 Declarations of Plaintiffs' Counsel Michael H. Boyamian, David G. Spivak, and Walter L. Haines;
15 and (3) the Settlement Agreement.

16 Having duly considered the Parties' papers and oral argument, and good cause appearing,

17 **IT IS HEREBY ORDERED AS FOLLOWS:**

18 1. All capitalized terms used herein shall have the same meanings as defined in the
19 Settlement Agreement.

20 2. The Court finds that Plaintiffs have satisfied the prerequisites under the California
21 Private Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, but not
22 limited to, providing the Labor and Workforce Development Agency ("LWDA") and Defendants
23 with notice of the specific provisions of the California Labor Code alleged to have been violated,
24 including, but not limited to, the facts and theories to support the alleged violations, in conformity
25 with California Labor Code § 2699.3(a).

1 3. The Court also finds that the Settlement Agreement has been submitted to the
2 LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought
3 to intervene or appear in the Action.

4 4. The aggrieved employees covered under the Settlement consist of the following
5 individuals:

6 All people employed by any Defendant in California and classified hourly and non-exempt
7 by any Defendant from September 16, 2021 to the date of this Court's approval
8 ("Aggrieved Employees") ("PAGA Period").

9 5. The Court finds that the Parties reached the Settlement as a result of arms-length
10 negotiations.

11 6. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
12 allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that
13 the Net Settlement Amount is fair, just, reasonable, and adequate. The Court hereby approves the
14 Net Settlement Amount. The Net Settlement Amount shall be the Gross Settlement Amount
15 (\$235,000.00) less the approved Aggrieved Employees Counsel Fee Payment, Aggrieved
16 Employees Counsel Litigation Expenses Payment, and Administration Expenses Payment.
17 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA
18 ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be
19 distributed to the Aggrieved Employees in accordance with this Order and the Settlement
20 Agreement.

21 7. The Court has considered the Settlement, and the monetary allocations provided
22 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
23 Administrator to administer the Settlement and to make the payments as provided by, and
24 consistent with, this Order and the Settlement Agreement.

25 8. The Court approves payment of \$82,250.00 for the Aggrieved Employees Counsel
26 Fee Payment awarded accordingly with the fully executed fee split agreement: 50% of the
27 attorneys' fees to Boyamian Law, Inc. and 50% of the attorneys' fees to The Spivak Law Firm and
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1 United Employees Law Group. The Administrator shall disburse the amount in accordance with
2 this Order, the Settlement Agreement, and the Fee Retainer Agreement.

3 9. The Court approves the payment of \$19,280.68 for reimbursement of litigation
4 costs and expenses incurred in the Action.

5 10. The Court approves the payment of \$3,500.00 to Simpluris for the Administration
6 Expenses Payment, which the Administrator shall pay itself in accordance with this Order and the
7 Settlement Agreement.

8 11. The Parties are directed to perform in accordance with the terms set forth in this
9 Order and the Settlement Agreement.

10 12. Defendants shall fund the Gross Settlement Amount by transmitting to the
11 Administrator (5) consecutive monthly equal installment payments of \$47,000.00 each
12 commencing no later than 30 days after the Effective Date.

13 13. Within fourteen (14) days of notice of the Approval Orders and as soon as
14 practicable following Approval of the Resolution, Defendants will provide to the Administrator
15 the following information about each Aggrieved Employee: (1) name; (2) last known mailing
16 address; (3) number of PAGA Pay Periods as an Aggrieved Employee during the PAGA Period;
17 and (4) social security number (“Aggrieved Employees Data”).

18 14. Within fourteen (14) days after Defendants transmit the Gross Settlement Amount
19 in full, the Administrator will mail the Notice of Resolution together with a Settlement Payment
20 to all PAGA Group Members.

21 15. Within fourteen (14) days after Defendants transmit the Gross Settlement Amount
22 in full, the Administrator shall distribute all Individual PAGA Payments.

23 16. Within fourteen (14) days after Defendants transmit the Gross Settlement Amount
24 in full, the Administrator shall distribute to the Aggrieved Employees Counsel the court-approved
25 Aggrieved Employees Counsel Fee Payment and court-approved Aggrieved Employees Counsel
26 Litigation Expenses Payment, either via wire transfer payment or check, as specified by Aggrieved
27 Employees Counsel.

1 17. Within fourteen (14) days after Defendants transmit the Gross Settlement Amount
2 in full, the Administrator shall distribute the LWDA PAGA Payment.

3 18. Settlement checks will specifically indicate that they are void if not cashed within
4 one hundred eighty (180) days of their mailing. Any settlement checks that remain uncashed one
5 hundred eighty (180) or more calendar days after mailing by the Administrator shall be voided.
6 The Administrator will remit the entire amount of each Aggrieved Employee's uncashed
7 Individual PAGA Payment to the California State Controller for deposit in the Unclaimed Property
8 Fund in the name of the Aggrieved Employee to whom the uncashed Individual PAGA Payment
9 was drafted.

10 19. Judgment shall be entered in this Action. The judgment shall bind each Aggrieved
11 Employee and the State of California to the Settlement and shall operate as a full release and
12 discharge of the Released Claims against the Released Parties, as set forth in the Settlement
13 Agreement. All rights to appeal the judgment have been waived. The judgment and this Order shall
14 have *res judicata* effect.

15 20. The Court shall retain jurisdiction as to the implementation and enforcement of the
16 terms of the Settlement Agreement pursuant to Cal. Civ. Code Section 664.6.

17 21. Notice of this Order and judgment shall be given to the LWDA by submission
18 through the online system established for the filing of notices and documents, in conformity with
19 California Labor Code § 2699(1)(3).
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21 Date: _____

Honorable Timothy Patrick Dillon
Judge of the Superior Court
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