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**FILED**  
 Superior Court of California  
 County of Sacramento  
**10/06/2025**  
 J. Servantez, Deputy

Attorneys for Plaintiff JOCELYN TERESA KABI BARKER

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

JOCELYN TERESA KABI BARKER,  
 individually, and on behalf of all others similarly  
 situated,

Plaintiff,

vs.

PARADISE OAKS YOUTH SERVICES, a  
 California corporation; and DOES 1 through 10,  
 inclusive,

Defendants

Case No. 23CV001508

CLASS AND REPRESENTATIVE ACTION

[Assigned for all purposes to the Honorable Jill  
 H. Talley, Department 23]

**~~PROPOSED~~ ORDER GRANTING  
 FINAL APPROVAL OF CLASS AND  
 PAGA ACTION SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and  
 Motion for Final Approval of Class and PAGA  
 Action Settlement, the Declaration of Kane  
 Moon, the Declaration of Plaintiff Barker, the  
 Declaration of Mary Butler, and [Proposed]  
 Judgment]*

FINAL APPROVAL HEARING

Date: September 12, 2025  
 Time: 9:00 a.m.  
 Dept.: 23

Action Filed: May 11, 2023  
 Trial date: Not set

~~**PROPOSED**~~ **ORDER**

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

On April 29, 2025, the Court entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, which granted conditional class certification and approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Jocelyn Teresa Kabi Barker ("Plaintiff") and Defendant Paradise Oaks Youth Services ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' Joint Stipulation of Class and PAGA Action Settlement Agreement (the "Settlement"). The Settlement was attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement. The Court now has before it an Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order") to finally approve the Settlement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court, for purposes of this Final Approval Order, incorporates and refers to all terms and definitions as set forth in the Settlement and confirmed below.

2. Plaintiff's Motion for Final Approval of Class Action Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and the PAGA Penalties (collectively "Motion for Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members, came before Department 23 of this Court, the Honorable Jill Talley presiding, on September 12, 2025.

3. The Court finds that the Settlement appears to have been made and entered into in good faith, the terms of which are fair, reasonable, and adequate; was reached following meaningful

1 discovery and investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is  
2 the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and  
3 therefore, meets the requirements for final approval. In so finding, the Court has considered all the  
4 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense,  
5 and complexity of the claims presented; the likely duration of further litigation; the settlement amount  
6 offered; the extent of investigation and discovery completed; and the experience and views of Class  
7 Counsel. The Court has further considered the absence of any Objections to and Requests for  
8 Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for  
9 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein (“Final  
10 Judgment”).

11 4. The Court certifies, for settlement purposes only, the following Class or Class  
12 Members: All individuals who performed work in any non-exempt position for Defendant in  
13 California at any time during May 11, 2019, through September 4, 2024.

14 5. The PAGA release component of the Settlement shall bind the State of California and  
15 Aggrieved Employees, defined as follows: All non-exempt employees of Defendant who worked in  
16 California in the period from May 11, 2022, through September 4, 2024.

17 6. The deadline to request exclusion from or to submit written objections to the  
18 Settlement was July 22, 2025. No Requests for Exclusion and no written Objections were received.

19 7. The Notice of Class and PAGA Action Settlement (the “Class Notice”), which is  
20 attached to the Settlement as Exhibit A and provided to the Class pursuant to the plan for distribution  
21 described under the Settlement Agreement, conformed with the requirements of California Rules of  
22 Court 3.766 and 3.769, and constituted the best notice practicable under the circumstances, by  
23 providing individual and adequate notice of the proceedings and of the matters set forth therein to  
24 Class Members. The Class Notice fully satisfied the requirements of due process and provided the  
25 Class Members with adequate instructions and a variety of means to obtain additional information.

26 8. The Court finds that a full opportunity has been afforded to Class Members to object  
27 to the Settlement and participate in the Final Approval Hearing, and all Class Members and other  
28 persons wishing to be heard have been heard and/or had an opportunity to be heard. No written

1 Objections were received, and no Class Member appeared at the Final Approval Hearing to present  
2 any Objections.

3 9. The Court finds that all Class Members have had a full and fair opportunity to exclude  
4 themselves from the Settlement, and no Class Member submitted a Request for Exclusion from the  
5 Settlement. Accordingly, the Court determines that all Class Members who did not request exclusion  
6 from the Settlement (“Participating Class Members”) are bound by this Final Approval Order and  
7 the accompanying Final Judgment.

8 10. Release of Claims. Effective on the date when Defendant fully funds the entire Gross  
9 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual  
10 Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel  
11 will release claims against all Released Parties as follows: (Settlement, ¶ 6.):

12 a. Released Parties. “Released Parties” means Defendant, including each of its  
13 past, present and future parent companies, subsidiaries, affiliated and related companies,  
14 successors, and predecessors, as well as their respective past, present, and future owners, officers,  
15 directors, shareholders, employees, managers, agents, principals, representatives, administrators,  
16 accountants, auditors, consultants, fiduciaries, insurers and reinsurers, company-sponsored  
17 employee benefit plans, and attorneys, both individually and in their official capacities, as well  
18 as all persons acting by, through, under, or in concert with any of these persons or entities..  
19 (Settlement, at ¶ 1.42.)

20 b. Plaintiff’s Release.

21 1) Scope of Plaintiff’s Release. Plaintiff and her respective former and  
22 present spouse, representatives, agents, attorneys, heirs, administrators, successors, and  
23 assigns generally, release and discharge Released Parties from all claims, transactions, and  
24 occurrences, that occurred during the Class Period, including, but not limited to, all claims  
25 that were, or reasonably could have been, alleged, based on the facts contained, in the  
26 Operative Complaint (“Plaintiff’s Release”). (Settlement, at ¶ 6.1.) Plaintiff’s Release does  
27 not extend to any claims or actions to enforce this Agreement, or to any claims for vested  
28 benefits, unemployment benefits, disability benefits, social security benefits, workers’

1 compensation benefits that arose at any time. (*Id.* at 6.1.2.) Plaintiff acknowledges that she  
2 may discover facts or law different from, or in addition to, the facts or law that they now  
3 know or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and  
4 remain effective in all respects, notwithstanding such different or additional facts, or  
5 Plaintiff's discovery of them. (*Id.* at ¶ 6.1.3.)

6 2) Plaintiff's Waiver of Rights Under California Civil Code Section  
7 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the  
8 provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which  
9 reads: A general release does not extend to claims that the creditor or releasing party does  
10 not know or suspect to exist in his or her favor at the time of executing the release and that,  
11 if known by him or her, would have materially affected his or her settlement with the debtor  
12 or Released Party. (*Id.* at ¶ 6.1.1.)

13 c. Release by Participating Class Members. All Participating Class Members,  
14 on behalf of themselves and their respective former and present representatives, agents,  
15 attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and  
16 all claims, causes of action, demands, damages, or liabilities arising at any time during the Class  
17 Period that were pled or which could have been pled based on the factual allegations contained  
18 in Plaintiff's Operative Complaint, including but not limited to claims for: (i) failure to pay  
19 minimum wages in violation of Labor Code §§ 204, 1194, 1194.2 and 1197; (ii) failure to pay  
20 overtime compensation in violation of Labor Code §§ 1194 and 1198; (iii) failure to provide  
21 meal periods in violation of Labor Code §§ 226.7 and 512; (iv) failure to authorize and permit  
22 rest breaks in violation of Labor Code §§ 226.7; (v) failure to indemnify necessary business  
23 expenses in violation of Labor Code §§ 2802; (vi) failure to timely pay final wages at termination  
24 in violation of Labor Code §§ 201-203; (vii) failure to provide accurate itemized wage statements  
25 in violation of Labor Code § 226; (viii) unfair business practices in violation of Cal. Business &  
26 Professions Code §§ 17200 (collectively, the "Released Class Claims"). (*Id.* at ¶ 6.2.) The  
27 Released Class Claims extend to all theories of relief, whether under California law, federal law,  
28 state law or common law (including, without limitation, as alleged violations of the California

1 Labor Code, the IWC Wage Orders, applicable regulations, or California’s Business and  
2 Professions Code §§ 17200). The Released Class Claims include all types of relief available for  
3 the Released Class Claims, including without limitation any claims for damages, restitution,  
4 losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief,  
5 declaratory relief, or liquidated damages. This Settlement shall constitute, and may be pleaded  
6 as, a complete and total defense to any such Released Class Claims if raised in the future. (*Id.* at  
7 ¶ 6.2) Except as set forth in Section 6.3 of the Settlement, Participating Class Members do not  
8 release any other claims, including claims for vested benefits, wrongful termination, violation of  
9 the Fair Employment and Housing Act, unemployment insurance, disability, social security,  
10 workers’ compensation, or claims based on facts occurring outside the Class Period. (*Id.* at ¶  
11 6.3.1)

12 d. Release by Class Members Who Are Aggrieved Employees: All Aggrieved  
13 Employees, on behalf of themselves, the LWDA, the State of California, and their respective  
14 former and present representatives, agents, attorneys, heirs, administrators, successors, and  
15 assigns, whether they timely submit valid requests for exclusion from the Settlement Class or  
16 not, will fully and finally release and discharge Defendant and all Released Parties from any and  
17 all claims, causes of action, demands, damages, or liabilities arising at any time during the PAGA  
18 Period that were pled or which could have been pled based on the factual allegations contained  
19 in Plaintiff’s Operative Complaint, including a section 1542 waiver and for civil penalties under  
20 the PAGA including claims premised on the alleged Labor Code violations identified in Section  
21 2.b. herein (collectively, the “PAGA Released Claims”). (*Id.* at ¶ 6.3.) The PAGA Released  
22 Claims include all types of relief available for the PAGA Released Claims, including without  
23 limitation any claims for damages, penalties, fines, attorneys’ fees, costs, expenses or interest.  
24 This Settlement shall constitute, and may be pleaded as, a complete and total defense to any  
25 PAGA Released Claims if raised in the future. Parties from all claims against Released Parties  
26 arising under PAGA in the Operative Complaint, including PAGA penalties through September  
27 4, 2024. (*Id.*)

28 11. The Parties shall bear their own respective attorneys’ fees and costs, except as

1 otherwise provided for in the Settlement and approved by the Court.

2 12. The Court finds that the Gross Settlement Amount of \$366,795.67 (“GSA”), the Net  
3 Settlement Amount, and the methodology used to calculate Individual Class Payments to  
4 Participating Class Members and Individual PAGA Payments to Aggrieved Employees are fair and  
5 reasonable. The Court thus authorizes the Administrator to pay settlement allocations in accordance  
6 with the terms of the Settlement. On the Effective Date, Defendant will deposit the Gross Settlement  
7 Amount and the amounts necessary to fully pay Defendant’s share of payroll taxes into the Qualified  
8 Settlement Fund created by the Administrator. Within 14 days after Defendant fully funds the GSA,  
9 the Administrator shall mail checks for all Individual Class Payments, Individual PAGA Payments,  
10 the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment,  
11 the Class Representative Service Payment, and the Administration Expenses Payment.

12 13. A total amount of \$15,000.00 shall be allocated from the GSA to resolution of claims  
13 under the Private Attorneys General Act of 2004 (“PAGA”) and distributed as follows: 25%  
14 (\$3,750.00) to Aggrieved Employees and 75% (\$11,250.00) to the LWDA. The LWDA’s claims for  
15 the PAGA Released Claims are hereby extinguished.

16 14. The Court confirms the appointment of Plaintiff Jocelyn Teresa Kabi Barker as the  
17 Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is  
18 eligible to receive as a Class Member, the Court approves and orders a service payment to Plaintiff  
19 in the amount of \$7,500.00 from the GSA for initiating the Action, providing services in support of  
20 the Action, and releasing any and all claims under California Civil Code section 1542.

21 15. The Court confirms the appointment of Moon Law Group, PC as Class Counsel, for  
22 settlement purposes only. The Court approves and orders the payments to Class Counsel from the  
23 GSA in \$122,253.00 for attorneys’ fees equal to one-third of the GSA, and \$17,439.38 for  
24 reimbursement of actual litigation costs. The Court finds that these amounts are reasonable  
25 considering the benefits provided to the Class.

26 16. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has  
27 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the  
28 Administrator in the amount of \$7,000.00 from the GSA for its services and costs of administration.

1           17. Pursuant to California Code of Civil Procedure section 384, following the expiration  
2 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement  
3 Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund  
4 in the name of each Participating Class Member and/or Aggrieved Employee who failed to cash their  
5 individual check prior to the void date.

6           18. In accordance with California Rule of Court 3.771(b), notice of this Final Approval  
7 Order and the accompanying Final Judgment shall be given to the Class by the Administrator, who  
8 will post electronic copies on its website for no less than ninety (90) calendar days following entry  
9 hereof.

10          19. This Final Order and the accompanying Final Judgment are intended to be a final  
11 disposition of the Action in its entirety and are intended to be immediately appealable.

12          20. The obligations set forth in the Settlement are deemed part of this Final Approval  
13 Order and the accompanying Final Judgment, and the Parties are ordered to carry out the Settlement  
14 according to its terms and provisions.

15          21. Following entry of this Final Approval Order and the accompanying Final Judgment,  
16 and without affecting the finality thereof, pursuant to Code of Civil Procedure section 664.6 and  
17 Rules of Court, Rule 3.769(h), the Court shall retain continuing jurisdiction over the Parties, Action,  
18 and Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing  
19 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted  
20 by law.

21          22. The Settlement is finally approved but is not an admission by Defendant of the  
22 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of  
23 law. Neither the Settlement nor any related document shall be offered or received in evidence in  
24 any civil, criminal, or administrative action or proceeding other than such proceedings as may be  
25 necessary to consummate or enforce the Settlement.

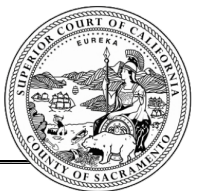
26          23. The Court sets a settlement compliance hearing on September 18, 2026, at 10:30  
27 a.m. in Department 23. At least 15 days prior to the settlement compliance hearing, Class Counsel  
28 are ordered to file a declaration regarding the status of the distribution of the settlement funds. If



1 the Court is satisfied that the settlement funds have been fully distributed, no appearance will be  
2 required at the settlement compliance hearing.

3  
4 **IT IS SO ORDERED.**

5  
6 DATE: 10/06/2025

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The Honorable Jill Talley  
Judge of the Superior Court, Sacramento County