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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DELORIS WARD, MARCUS JOHNSON, LEW
 MUSSELMAN, NATALIE CORTEZ, and KEIRA
 WILLIAMS, as individuals and on behalf of all
 others similarly situated,

Plaintiffs,

vs.

HORRIGAN COLE ENTERPRISES, INC., a
 California corporation; UNLIMITED QUEST,
 INC., a California corporation; NATIONAL
 MENTOR HEALTHCARE, LLC, a Delaware
 limited liability company; NATIONAL MENTOR,
 LLC, a Delaware limited liability company;
 NATIONAL MENTOR HOLDINGS, LLC, a
 Delaware limited liability company; LOYD'S
 LIBERTY HOMES, INC., a California corporation;
 REM CALIFORNIA, LLC, a Delaware limited
 liability company; CORNERSTONE LIVING
 SKILLS, INC., a California corporation; FIRST
 STEP INDEPENDENT LIVING PROGRAM,
 INC., a California corporation; CALIFORNIA
 MENTOR FAMILY HOME AGENCY, LLC, a

FILED
 Superior Court of California
 County of Los Angeles
04/14/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

Case No.: 24STCV06626

*[Assigned for all purposes to the Hon.
 William F. Highberger; Dept. SSC-10]*

**~~PROPOSED~~ ORDER GRANTING
 PLAINTIFFS' MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT AND FINAL
 JUDGMENT**

Date: April 14, 2026
 Time: 10:00 a.m.
 Dept.: SSC-10

Action Filed: March 15, 2024
 Trial Date: None set

1 Delaware limited liability company; INSTITUTE
2 FOR FAMILY CENTERED SERVICES, INC., a
3 Virginia corporation; MENTOR MANAGEMENT,
4 INC., a Delaware corporation; MENTOR
5 MANAGEMENT, INC., a Delaware Corporation;
6 NATIONAL MENTOR HOLDINGS, Inc., a
7 Delaware corporation; and DOES 1 through 100,

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Defendants.

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~~PROPOSED~~ ORDER & JUDGMENT

The Motion of Plaintiffs Marcus Johnson, Lew Musselman, Keira Williams, Natalie Cortez, and Deloris Ward (“Plaintiffs”) for Final Approval of Class Action Settlement, Class Representative Service Awards, and Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this Court on April 14, 2026, at 10:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement.

2. This Court has jurisdiction over the Class Members as it pertains to the Action and the claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the Action.

3. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Classes:

National Mentor Healthcare, LLC – Direct Support Professionals employed at specified Specialized Residential Facilities (identified in Exhibit A to the Settlement Agreement) between December 19, 2015 and January 15, 2024;

National Mentor Healthcare, LLC – All nonexempt employees of National Mentor Healthcare, LLC not identified above, who were employed between April 18, 2018 and January 15, 2024;

Loyd's Liberty Homes, Inc. – All nonexempt employees of Loyd's Liberty Homes, Inc. employed between April 18, 2018 and January 15, 2024;
REM California, LLC – All nonexempt employees of REM California, LLC employed between April 18, 2018 and January 15, 2024;

Cornerstone Living Skills, Inc. – All nonexempt employees of Cornerstone Living Skills, Inc. employed between June 28, 2019 and January 15, 2024;

National Mentor Holdings, LLC – All nonexempt employees of National Mentor Holdings, LLC employed between June 28, 2019 and January 15, 2024;

Unlimited Quest, Inc. – All nonexempt employees of Unlimited Quest, Inc. employed between March 15, 2020 and January 15, 2024 (excluding time periods covered by the *Bradley Queen v. Unlimited Quest, Inc.* settlement);

Horrigan Cole Enterprises, Inc. – All nonexempt employees of Horrigan Cole Enterprises, Inc. employed between March 15, 2020 and January 15, 2024 (excluding time periods covered by the *Hussey/Welcome v. Horrigan Cole Enterprises, Inc.* settlement);

National Mentor, LLC – All nonexempt employees of National Mentor, LLC employed between March 15, 2020 and January 15, 2024;

First Step Independent Living Program, Inc. – All nonexempt employees of First Step Independent Living Program, Inc. employed between May 3, 2020 and January 15, 2024 (excluding time periods covered by the *Bentton v. First Step Independent Living Program, Inc.* settlement);

California Mentor Family Home Agency, LLC – All nonexempt employees of California Mentor Family Home Agency, LLC employed between May 3, 2020 and January 15, 2024 (excluding time periods covered by the *Rockwell v. California Mentor Family Home Agency, LLC* and *Ramirez v. California Mentor Family Home Agency, LLC* settlements);

Institute for Family Centered Services, Inc. – All nonexempt employees of Institute for Family Centered Services, Inc. employed between May 3, 2020 and January 15, 2024 (the "Class/PAGA Period End Date").

4. The Settlement also includes the following PAGA Groups:

National Mentor Healthcare, LLC – Direct Support Professionals employed at specified Specialized Residential Facilities (identified in Exhibit A to the Settlement Agreement) between December 19, 2018 and January 15, 2024;

National Mentor Healthcare, LLC – All nonexempt employees of National Mentor Healthcare, LLC not identified above, who were employed between April 18, 2021 and January 15, 2024;

Loyd's Liberty Homes, Inc. – All nonexempt employees of Loyd's Liberty Homes, Inc. employed between April 18, 2021 and January 15, 2024;

REM California, LLC – All nonexempt employees of REM California, LLC employed between April 18, 2021 and January 15, 2024;

Cornerstone Living Skills, Inc. – All nonexempt employees of Cornerstone Living Skills, Inc. employed between June 28, 2022 and January 15, 2024;

National Mentor Holdings, LLC – All nonexempt employees of National Mentor Holdings, LLC employed between June 28, 2022 and January 15, 2024;

Unlimited Quest, Inc. – All nonexempt employees of Unlimited Quest, Inc. employed between March 15, 2023 and January 15, 2024;

Horrigan Cole Enterprises, Inc. – All nonexempt employees of Horrigan Cole Enterprises, Inc. employed between March 15, 2023 and January 15, 2024 (excluding time periods covered by the *Hussey/Welcome v. Horrigan Cole Enterprises, Inc.* settlement);

National Mentor, LLC – All nonexempt employees of National Mentor, LLC employed between March 15, 2023 and January 15, 2024;

First Step Independent Living Program, Inc. – All nonexempt employees of First Step Independent Living Program, Inc. employed between May 3, 2023 and January 15, 2024 (excluding time periods covered by the *Bentton v. First Step Independent Living Program, Inc.* settlement);

California Mentor Family Home Agency, LLC – All nonexempt employees of California Mentor Family Home Agency, LLC employed between May 3, 2023 and January 15, 2024 (excluding time periods covered by the *Rockwell v. California Mentor Family Home Agency, LLC* and *Ramirez v. California Mentor Family Home Agency, LLC* settlements);

Institute for Family Centered Services, Inc. – All nonexempt employees of Institute for Family Centered Services, Inc. employed between May 3, 2023 and January 15, 2024.

5. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines and Sean M. Blakely of Haines Law Group, APC; David P. Myers and Jason Hatcher of The Myers Law Group, A.P.C.; Lauren Teukolsky of Teukolsky Law, APC; and Jonathan M. Lebe of Lebe Law, APLC are hereby confirmed as Class Counsel.

1 6. On December 24, 2025, notice was provided to Class Members as set forth in the
2 Settlement, which was approved by the Court on November 24, 2025, and the notice process has
3 been completed in conformity with the Settlement and the Court's Preliminary Approval Order.
4 The Court finds that said notice was the best notice practicable under the circumstances. The Class
5 Notice provided due and adequate notice of the proceedings and matters set forth therein,
6 informed Settlement Class Members of their rights, and fully satisfied the requirements of
7 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

8 7. A full opportunity has been afforded to the Class Members to participate in the
9 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
10 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
11 the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class Members
12 who did not submit a timely and valid request for exclusion from the Class Settlement, , are bound
13 by the Class Settlement and by this Final Approval Order, and thereby, as of the Effective Date
14 and full funding of the Maximum Settlement Amount, shall fully and finally release and discharge
15 the Released Parties, and each of them, from the Released Claims, as set forth herein and in the
16 Settlement.

17 8. The Court finds that no Class Member objected to the Settlement, that only two
18 (1) Class Members, Norma Cuellar and Yanni Pacheco, opted out of the Settlement, and that the
19 99.97% participation rate in the Settlement supports final approval.

20 9. The Court hereby approves the settlement as set forth in the Settlement as fair,
21 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
22 terms.

23 10. For purposes of settlement only, the Court finds that: (a) the members of the
24 Settlement Classes are ascertainable and so numerous that joinder of all members is impracticable;
25 (b) there are questions of law or fact common to the Settlement Classes, and there is a well-defined
26 community of interest among members of the Settlement Classes with respect to the subject matter
27 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the
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1 Settlement Class Members; (d) the Class Representatives have fairly and adequately protected the
2 interests of the Settlement Class Members; (e) a class action is superior to other available methods
3 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
4 counsel for the Class Representatives and the Settlement Classes.

5 11. The Court finds that given the absence of objections to the Settlement, this Order
6 shall be considered final as of the date of entry.

7 12. The Court finds that the Individual Settlement Payments, as provided for in the
8 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
9 distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

10 13. The Court orders Defendants to deposit the Maximum Settlement Amount of
11 \$7,914,696.00 with the Settlement Administrator, ILYM Group, Inc., in accordance with the
12 terms of the Settlement Agreement as follows: Within 5 business days of the Effective Date, the
13 Settlement Administrator shall provide Defendants with the documents and information necessary
14 in order for Defendants to fund the settlement, including wiring instructions and the information
15 that Defendants will need in order to pay their respective shares of the payroll taxes owed. The
16 Maximum Settlement Amount shall be deposited by Defendants with the Settlement
17 Administrator into an interest-bearing settlement account for the benefit of the Settlement Class
18 Members, within twenty-one (21) calendar days of Defendants' receipt of this
19 documentation/information.

20 14. The Court finds that Service Awards in the amount of \$12,500.00 to Plaintiff
21 Johnson, \$10,000.00 to Plaintiff Musselman, \$7,500.00 to Plaintiff Williams, \$7,500.00 to
22 Plaintiff Cortez, and \$7,500.00 to Plaintiff Ward (for a total of \$45,000.00) are appropriate for
23 Plaintiffs' risks undertaken and their service to the Settlement Class. The Court finds that these
24 payments are fair, reasonable, and adequate, and orders that the Settlement Administrator make
25 these payments in conformity with the terms of the Settlement.

26 15. The Court finds that attorneys' fees in the amount of \$2,638,232.00 and litigation
27 costs of \$62,428.58 for Class Counsel are fair, reasonable, and adequate in light of the common
28 fund created by the Settlement, and orders that the Settlement Administrator distribute these

1 payments to Class Counsel in conformity with the terms of the Settlement.

2 16. The Court orders that the Settlement Administrator shall be paid \$31,950.00 from
3 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
4 work done and to be done until the completion of this matter and finds that sum appropriate.

5 17. The Court finds that the payment to the California Labor & Workforce
6 Development Agency (“LWDA”) in the amount of \$225,000.00 for its share of the settlement of
7 Plaintiffs’ representative claim under the PAGA is fair, reasonable, and adequate, and orders the
8 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
9 of the Settlement. The Court finds that Plaintiffs have satisfied the prerequisites under PAGA,
10 including, and not limited to, providing the LWDA and Defendants with notice of the specific
11 provisions of the California Labor Code alleged to have been violated, including, and not limited
12 to, the facts and theories to support the alleged violations, in conformity with California Labor
13 Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the
14 LWDA in conformity with California Labor Code § 2699(1)(2). The Court determines that, upon
15 the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiffs, the
16 State of California (with respect to PAGA Group Members), and all PAGA Group Members, are
17 bound by the PAGA portion of the Settlement and this Final Approval Order, and thereby, as of
18 the Effective Date and full funding of the Maximum Settlement Amount, shall fully and finally
19 release and discharge the Released Parties, and each of them, from the released PAGA claims, as
20 set forth herein and in the Settlement.

21 18. This Court orders that any settlement checks shall be negotiable for 180 calendar
22 days from the date of issuance of the check, and that any settlement checks that remain uncashed
23 after 180 days after they are mailed shall be distributed to the Controller of the State of California
24 to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the
25 name of the Settlement Class Member and PAGA Group Member to whom the check was issued.

26 19. Upon the Effective Date and Defendants’ complete funding of the Maximum
27 Settlement Amount, Plaintiffs and Settlement Class Members, except for Norma Cuellar and
28 Yanni Pacheco who timely and validly requested exclusion, will fully release and discharge

Defendants National Mentor Healthcare, LLC, Loyd’s Liberty Homes, Inc., REM California, LLC, Cornerstone Living Skills, Inc., Unlimited Quest, Inc., Horrigan Cole Enterprises, Inc., First Step Independent Living Program, Inc., California Mentor Family Home Agency, LLC, Institute for Family Centered Services, Inc., National Mentor, LLC, Mentor Management, Inc., National Mentor Holdings, Inc., and National Mentor Holdings, LLC, and each of their present and former affiliates and all of their officers, directors, employees, agents, payroll processors, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (collectively the “Released Parties”), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action, whether known or unknown, reasonably arising out of the same set of operative facts pleaded in the Actions, this includes but is not limited to alleged failure to pay all wages due (including minimum wage, overtime wages, and double time wages), claims regarding rounding, failure to pay for all hours worked, failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to provide reporting time pay, failure to provide split shift premium pay, failure to reimburse necessary business expenses, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the Class Period End Date. This Release shall include all claims and theories arising under California Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2804, the applicable Wage Orders, and applicable regulations, as well as claims under Business and Professions Code section 17200 *et seq.* based on alleged violations of the above Labor Code provisions in the Actions. (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Periods.

20. In addition, upon the Effective Date and the complete funding of the Maximum Settlement Amount, irrespective of whether they opted out of the class settlement, the PAGA

1 Group Members shall release the Released Parties from all claims for PAGA civil penalties that
2 were alleged, or reasonably could have been alleged, based on the operative facts in the Actions
3 and LWDA Notices for the Actions dated June 3, 2019 and December 10, 2019 (LWDA-CM-
4 701695-19), April 18, 2022 (LWDA-CM-879144-22), June 28, 2023 (LWDA-CM-965030-23)
5 March 7, 2024 (LWDA-CM-1015396-24), and February 4, 2025 (LWDA-CM-1015396-24).

6 21. Recovery for Plaintiffs, Class Members, and PAGA Group Members in this Action
7 is limited to what is set forth in the Settlement Agreement and this Final Approval Order.

8 22. The recovery for attorneys' fees is limited to what is set forth in the Settlement
9 Agreement and approved by the Court in this Final Approval Order.

10 23. Individualized notice of this Final Approval Order and Judgment is not required.
11 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the
12 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date
13 of entry of this Final Approval Order.

14 24. This document shall constitute a final judgment pursuant to California Rule of
15 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
16 approval hearing, the court must make and enter judgment. The judgment must include a provision
17 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
18 The court may not enter an order dismissing the action at the same time as, or after, entry of
19 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
20 and this Judgment.

21 25. Plaintiffs shall file a Final Disbursement Declaration on or before April 16, 2027.
22 A Non-Appearance Case Review Re: Filing of Final Disbursement Declaration is set for
23 4/23, 2027 at 9 a.m.

24 **IT IS SO ORDERED.**

25
26 Dated: 4/14, 2026



Honorable William F. Highberger
Judge of the Superior Court