

APR 21 2026

By: D. Tanner, Deputy

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MELISA RIVERA, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

SAN DIEGO YOUTH SERVICES, a
California nonprofit corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: 24CU000113C

Assigned for All Purposes to:
Honorable Evan P. Kirvin
Department C-69

CLASS ACTION

**[PROPOSED] AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: February 27, 2026
Hearing Time: 9:00 a.m.
Hearing Place: Department C-69

Complaint Filed: July 8, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Melisa Rivera's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Class Action and PAGA Settlement Agreement ("Settlement Agreement,"
4 "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On June 17, 2025, Plaintiff and San Diego Youth Services ("Defendant") entered the
6 Settlement Agreement.

7 On October 9, 2025, the Court entered an order preliminarily approving the settlement of
8 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
9 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the
10 Class Members with an opportunity to object to the Settlement or exclude themselves from the
11 Class, and scheduling a Final Approval Hearing.

12 On February 27, 2026, the Court held a Final Approval Hearing.

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

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

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from July 8, 2020, through June 12, 2024 ("Class," "Class Members," and "Class
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Period”).¹ There are six hundred nine (609) Class Members who did not submit valid and timely Requests for Exclusion from the Settlement (“Participating Class Members”).

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class in entering and implementing the Settlement Agreement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the Class Members have been implemented pursuant to the Settlement Agreement and Preliminary Approval Order. The Court finds that the Class Notice:

a. Constitutes notice reasonably calculated to apprise the Class Members of:

(i) the pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in this lawsuit on all the Participating Class Members;

b. Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process;

c. Constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and

d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

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

7. Binding Effect. The terms and provisions of the Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

¹ After reviewing the Class Data, the Administrator determined that the Escalator Clause has been triggered. Pursuant to section H of the Settlement Agreement, Defendant elected to

1 8. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
3 experienced counsel who have carried out and meaningfully investigated the disputed claims.
4 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
6 Settlement Agreement according to its terms and provisions.

7 9. Release by the Participating Class Members. Effective on the date when
8 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
9 owed on the Wage Portion of the Individual Class Payments, all the Participating Class
10 Members, on behalf of themselves and their former and present representatives, agents,
11 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
12 Released Class Claims.

13 a. Release by the Aggrieved Employee. Effective on the date when
14 Defendant fully funds the entire Gross Settlement Amount and funds all
15 employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, all the Participating and Non-Participating Class Members, who
17 are Aggrieved Employees, are deemed to release, on behalf of themselves
18 and their former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, the Released Parties from the
20 Released PAGA Claims.

21 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
22 entire Gross Settlement Amount and funds all employer payroll taxes
23 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
24 her former and present spouses, representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns generally release and discharge the
26 Released Parties from the Plaintiff's Release. Furthermore, Plaintiff
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end the Class Period and PAGA Period on June 12, 2024.

expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

c. Released Parties. The Released Parties include Defendant and its parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.

10. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$600,000 to be paid by Defendant.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$200,000 (1/3 of the Gross Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of \$23,454.42 to be paid to Class Counsel to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and costs incurred by Plaintiff or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review the Class Counsel Fees Payments and to only award so much as determined to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this matter, skills required, percentage fees awarded in other cases, and contingent fees

1 charged in the private marketplace, the Court approves the Class Counsel
2 Fees Payment of \$200,000.

3 b. The Court has reviewed the Declaration of Douglas Han regarding the
4 litigation costs expended in prosecuting this matter. Pursuant to the
5 Agreement, Class Counsel may seek reimbursement of litigation costs of
6 up to \$25,000. The Court approves the Class Counsel Litigation Expenses
7 Payment of \$23,454.42.

8 12. Class Representative Service Payment. The Court finds the Class
9 Representative Service Payment of \$10,000 to be paid to Plaintiff to be reasonable and
10 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and
11 provisions set forth in the Settlement Agreement.

12 a. The rationale for making enhancement payments is that the class
13 representatives should be compensated for the expense and risk incurred in
14 conferring a benefit on the Class. The criteria that the courts consider
15 include: (i) risks to the class representatives in commencing the lawsuit;
16 (ii) notoriety and personal difficulties encountered; (iii) amount of time
17 and effort spent by class representatives; (iv) litigation duration; and (v)
18 personal benefit (or lack thereof) enjoyed by the class representatives.

19 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
20 involvement in this lawsuit. Given the risks inherent in serving as the class
21 representative, duration of this lawsuit, work performed, and benefits
22 created for the Class Members, the Court approves the Class
23 Representative Service Payment of \$10,000.

24 13. Administration Expenses Payment. The Court finds the Administration
25 Expenses Payment of \$15,500 to be paid to the Administrator to be reasonable and appropriate.
26 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set
27 forth in the Settlement Agreement.

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1 a. The Court has reviewed the Declaration of Mayra Gonzalez from Phoenix
2 Class Action Administration Solutions. The Court finds that the notice
3 provided to the Class Members constitutes the best practicable notice to
4 the Class Members and satisfied due process. The Court also finds that the
5 Administrator adequately administered the Settlement. The Court
6 approves the Administration Expenses Payment of \$15,500.

7 14. PAGA Penalties. The Court finds the PAGA Penalties of \$40,000,
8 seventy-five percent (75%) of which (\$30,000) will be paid to the California Labor and
9 Workforce Development Agency and twenty-five percent (25%) of which (\$10,000) will be
10 distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate.
11 The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the
12 Settlement Agreement.

13 15. Fairness of the Settlement Agreement. As noted in the Preliminary
14 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
15 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
16 negotiations following litigation, discovery, and exchange of documentation. The negotiations
17 were facilitated with the aid of Michael Ludwig, an experienced and well-respected mediator.

18 a. There are no objections and no requests for exclusion, demonstrating the
19 fairness of the Settlement Agreement.

20 b. The fairness of the Settlement Agreement is further demonstrated by the
21 gross *average* Individual Class Payment being approximately \$494.33,
22 and the gross *highest* Individual Class Payment being about \$1,767.64.

23 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
24 Settlement Amount in twenty-four (24) equal monthly installments over two (2) calendar years
25 as set forth in the Settlement Agreement. Within fourteen (14) calendar days after Defendant
26 funds fifty percent (50%) of the Gross Settlement Amount, the Administrator will mail the
27 checks to the appropriate persons and entities. This first disbursement will NOT take place prior
28 to Final Approval. Within fourteen (14) calendar days after Defendant funds the remaining fifty

1 percent (50%) of the Gross Settlement Amount and all employer payroll taxes owed on the Wage
2 Portion of the Individual Class Payments, the Administrator will mail the remaining checks to
3 the appropriate persons and entities.

4 17. Uncashed Checks. The Class Members must cash or deposit their
5 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
6 issued. The uncashed settlement checks will be canceled and transmitted to the California
7 Controller's Unclaimed Property Fund in the name of the Class Members.

8 18. Compliance Hearing. The Court sets a compliance hearing on September
9 24, 2027 in Department C-69. A compliance status report shall be filed no later than five (5)
10 court days before the compliance hearing. Pursuant to Code of Civil Procedure section 384, the
11 compliance status report shall specify the total amount paid to the Participating Class Members
12 and total residual of unclaimed settlement funds that will be paid to the entity identified as the
13 recipient of such funds in the Settlement Agreement.

14 19. Modification of the Agreement. The Agreement may be amended or
15 modified only by a written instrument signed by the Parties and their counsel or their
16 representatives/successors-in-interest. Such amendments or modifications shall be consistent
17 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

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

- 22 a. Entering such additional orders as may be necessary or appropriate to
23 protect and/or effectuate this Order and Judgment approving the
24 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
25 related proceedings, and to ensure the fair and orderly administration of
26 the Settlement Agreement;

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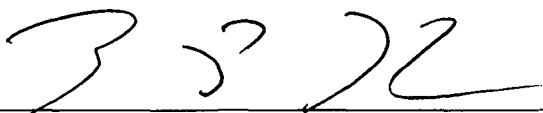
- 1 b. Enforcing the terms and provisions of the Settlement Agreement and
2 resolving any disputes, claims, or causes of action in this lawsuit that, in
3 whole or in part, are related to or arise out of the Settlement Agreement or
4 this Order and Judgment; and
5 c. Entering any other necessary or appropriate orders to protect and
6 effectuate this Court's retention of continuing jurisdiction.

7 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
9 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

10 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
11 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
12 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
13 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
14 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
15 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

16 IT IS SO ORDERED.

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18 DATED: 4-21-26



HONORABLE EVAN P. KIRVIN
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 Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is nalonsoesteban@justicelawcorp.com

On April 22, 2026, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGEMENT

for the following case: **Melisa Rivera v. San Diego Youth Services**
LWDA/Court Case No.: **LWDA Case No.: CM-1025394-24**
Court Case No.: 24CU000113C
San Diego 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 April 22, 2026, at Pasadena, California.



Noelia Alonso Esteban