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

SARAH ROBERTS-COOPER, as an  
individual and on behalf of all others  
similarly situated,

Plaintiff,

vs.

RISE LUXURY REHAB, LLC, a  
Delaware limited liability company; and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2024CUOE033989

[Assigned to the Hon. Charmaine H. Buehner,  
Dept. 44]

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION SETTLEMENT**

Date: July 29, 2026  
Time: 1:30 p.m.  
Dept.: 44

Action Filed: December 4, 2024  
Trial Date: None Set

1 Plaintiff Sarah Roberts-Cooper (“Plaintiff”) and Defendants Rise Luxury Rehab, LLC and  
2 Ascensions Treatment Center, LLC (together, “Defendants”) have entered into the Joint Stipulation  
3 of Class and Representative Action Settlement and the Amendment to Joint Stipulation of Class and  
4 Representative Action Settlement (together, the “Agreement” or “Settlement Agreement”) to settle  
5 the above-captioned class action subject to the Court’s approval (the “Settlement”). This matter is  
6 now before the Court on Plaintiff’s Motion for Final Approval of Class and Representative Action  
7 Settlement. The Court has read, heard, and considered all the pleadings and documents submitted,  
8 and the presentations made in connection with the Motion which came on for hearing on July 29,  
9 2026.

10 Due and adequate notice having been given to the Class, and the Court having reviewed and  
11 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class and  
12 Representative Action Settlement, the supporting declarations and exhibits thereto, all papers filed  
13 and proceedings had herein, and the absence of any written objections received regarding the  
14 proposed Settlement, and having reviewed the record in this action, and good cause appearing  
15 therefor, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

16 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
17 Settlement Agreement filed in this case.

18 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Class  
19 Members, Aggrieved Employees, and Defendants.

20 3. The Court finds that the Settlement appears to have been made and entered into in good  
21 faith and hereby approves the Settlement.

22 4. For settlement purposes only, and pursuant to California Code of Civil Procedure section  
23 382 and California Rules of Court, rule 3.769, the Court hereby finally certifies the Class defined in the  
24 Settlement Agreement and Preliminary Approval Order. The Court finds that the requirements for class  
25 certification are satisfied for settlement purposes. The Class is sufficiently numerous, there are questions  
26 of law and fact common to its members, Plaintiff’s claims are typical of those of the Class, and a class  
27 action is the superior method for resolving the claims covered by the Settlement.

28 5. Plaintiff is hereby finally appointed as Class Representative for the Class. The Court finds

1 that Plaintiff has fairly and adequately represented the interests of the Class.

2 6. The Court hereby confirms Kristen M. Agnew and Mai Tulyathan of Diversity Law  
3 Group, P.C., and Elwina Grigoryan of Kace Law, APC, and Nick Galadzhyan of California Justice  
4 Lawyers, LLP, as Class Counsel. The Court finds that Class Counsel have adequately represented the  
5 Settlement Class and possess the experience and qualifications necessary to continue serving in that  
6 capacity.

7 7. The “Class” means all current and former hourly non-exempt employees, excluding  
8 practitioners and therapists, who worked for Defendants in California at any time during the Class Period  
9 (December 4, 2020, through August 17, 2025).

10 8. The “Participating Class” means all Class Members who did not opt out of the Settlement.  
11 One Class Member, Tim Yurovski, requested exclusion from the Settlement. Accordingly, Mr. Yurovski  
12 is not a Participating Class Member.

13 9. The “Aggrieved Employees” means all current and former hourly non-exempt employees,  
14 excluding practitioners and therapists, who worked for Defendants in California at any time during the  
15 PAGA Period (September 26, 2023, through August 17, 2025).

16 10. The “Released Parties” means Defendants Rise Luxury Rehab, LLC and Ascentions  
17 Treatment Center, LLC, and their respective present and former officers, directors, owners, principals,  
18 shareholders, insurers, employees, and agents, including but not limited to Ron Finnerman, Parviz  
19 Damavandi, Patrick Mitchell, and Eli Damavandi, during the Class Period, and their respective  
20 successors, predecessors in interest, subsidiaries, affiliates, and parents.

21 11. The “Released Class Claims” means:

22 All claims pled in the Action or which could have reasonably been  
23 alleged based on the factual allegations in the Operative Complaint and  
24 the Plaintiff’s PAGA notices to the LWDA, which arose during the  
25 Class Period. The Released Class Claims include, but are not limited  
26 to claims arising under California Labor Code sections 201, 202, 203,  
27 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 2802, and 2698,  
28 and the California Business and Professions Code section 17200, et  
seq. The Releases Class Claims include, but are not limited to, all of  
the following claims for relief: (a) failure to pay all minimum wages  
and overtime wages due; (b) failure to provide meal periods, or provide  
premium pay in lieu thereof; (c) failure to permit rest periods, or

provide premium pay in lieu thereof; (d) failure to provide accurate itemized wage statements; (e) waiting time penalties; (f) failure to reimburse necessary business-related costs; and (h) unfair business practices. No claims outside the Class Period are released by this Agreement.

12. The “Released PAGA Claims” means:

All claims for penalties under the Private Attorneys General Act of 2004 that were pled in the Action, or which could have reasonably been alleged based on the factual allegations in the Operative Complaint and the Plaintiff’s PAGA notices to the LWDA, which arose during the PAGA Period. The Released PAGA Claims include, but are not limited to claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1 and 2802. The Released PAGA Claims are expressly limited to claims arising during the PAGA Period.

13. As of the date the Gross Settlement Amount is fully funded, Plaintiff and Participating Class Members, shall have, by operation of this Final Order and Judgment, fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all Released Class Claims.

14. As of the date the Gross Settlement Amount is fully funded, Plaintiff and Aggrieved Employees, shall have, by operation of this Final Order and Judgment, fully, finally and forever released, settled, compromised, relinquished and discharged, to the fullest extent possible, the Released Parties from all Released PAGA Claims.

15. The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

16. No Class Members have objected to the terms of the Settlement.

17. The Court finds the Gross Settlement Amount and the methodology used to calculate and pay each payment are fair and reasonable. The Court authorizes the Settlement Administrator to pay the Participating Class Members and Aggrieved Employees in accordance with the terms of the Settlement.

1           18. Defendants shall pay the total Gross Settlement Amount of Two Hundred Fifty Thousand  
2 Dollars (\$250,000.00) to resolve the Action, as provided in the Settlement.

3           19. From the Gross Settlement Amount, Twenty-Five Thousand Dollars (\$25,000) shall be  
4 allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004  
5 (the “PAGA Payment”). Pursuant to the Labor Code Private Attorneys General Act of 2004, California  
6 Labor Code section 2698, et seq., sixty-five percent (65%) of the PAGA Payment – *i.e.* Sixteen Thousand  
7 Two Hundred Fifty Dollars (\$16,250.00)— shall be paid to the California Labor and Workforce  
8 Development Agency. The remaining thirty-five percent (35%) of the PAGA Payment – *i.e.* Eight  
9 Thousand Seven Hundred Fifty Dollars (\$8,750.00)—shall be distributed to Aggrieved Employees.

10           20. From the Gross Settlement Amount, Plaintiff shall be paid a Class Representative  
11 Enhancement payment in the amount of Five Thousand Dollars (\$5,000.00) for her service as a class  
12 representative and for her agreement to a general release of claims.

13           21. From the Gross Settlement Amount, the Settlement Administrator shall be paid the  
14 Settlement Administration Costs in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00).

15           22. From the Gross Settlement Amount, Class Counsel is awarded Eighty-Three Thousand  
16 Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33), for their reasonable attorneys’  
17 fees and Fourteen Thousand Fifty-Six Dollars and Sixty-Seven Cents (\$14,056.67) for their reasonable  
18 costs incurred in the Action. The Court finds that the fees are reasonable in light of the benefit provided  
19 to the Class.

20           23. Without affecting the finality of this Order in any way, this Court retains continuing  
21 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all  
22 Parties to this action, and their counsel of record.

23           24. Plaintiff’s Motion for Final Approval of Class and Representative Action Settlement is  
24 hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this  
25 Order.

26           25. The Parties shall bear their own respective attorneys’ fees and costs, except as otherwise  
27 provided for in the Settlement and approved by the Court.

28           26. A Final Accounting Hearing is set for \_\_\_\_\_, 2027 at \_\_\_\_ a.m. The

1 Settlement Administrator is to file a declaration no later than \_\_\_\_\_ days in advance to confirm that  
2 the distribution of funds is complete, including any distribution to the *cy pres* recipients, Legal Aid at  
3 Work, per the Settlement Agreement.

4 IT IS SO ORDERED AND ADJUDGED.

5  
6 Dated: \_\_\_\_\_

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT