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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERICA GUTIERREZ, and PETER
RUBOCZKI, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CDT SERVICE CORPORATION dba NEW
DAWN TREATMENT CENTERS, a
California corporation, and DOES 1-50,
Inclusive,

Defendants.

Case No. 34-2022-00327667

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: January 23, 2026
Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept.: 23

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1 Plaintiffs’ motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims and Amendment No. 1 to the Agreement (hereinafter
3 collectively the “Agreement”), and Motion for Class Counsel Award and Service Awards duly came
4 on for hearing on January 23, 2026, before the above-entitled Court. JCL Law Firm, APC, Zakay
5 Law Group, APLC, Diversity Law Group, PC, and Polaris Law Group appearing on behalf of
6 Plaintiffs ERICA GUTIERREZ (“Plaintiff Gutierrez”), and PETER RUBOCZKI (“Plaintiff
7 Ruboczki”) (collectively, “Plaintiffs”) and Buchalter, APC appearing for Defendant CDT SERVICE
8 CORPORATION dba NEW DAWN TREATMENT CENTERS (“Defendant”).

9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All capitalized terms used herein shall have the same meaning as defined in
14 the Agreement.

15 2. This Court has jurisdiction over the subject matter of this litigation pending
16 in the California Superior Court for the County of Sacramento (“Court”), Case No. 34-2022-
17 00327667, entitled *Gutierrez v. CDT Service Corporation* and over all Parties to this litigation,
18 including the Class.

19 **Preliminary Approval of the Settlement**

20 3. On October 6, 2025, the Court granted preliminary approval of a class-wide
21 settlement. At this same time, the court approved certification of a provisional settlement class for
22 settlement purposes only. The Court confirms this Order and finally approves the settlement and
23 the certification of the Class.

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class mail to the Class Members at their last known addresses on October 24, 2025.
27 Mailing of the Notice Packet to their last known addresses was the best notice practicable under the
28 circumstances and was reasonably calculated to communicate actual notice of the litigation and the

1 proposed settlement to the members of the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

3 5. The Response Deadline for opting out or objecting was December 8, 2025.
4 There was an adequate interval between notice and deadline to permit Class Members to choose
5 what to do and act on their decision. No Class Members objected. Only one Class Member,
6 Jacqueline Demuri, requested exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$590,000. The
9 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
10 1794, 1801.)

11 a. The settlement was reached through arms-length bargaining between
12 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
13 settlement.

14 b. The Parties' investigation and discovery have been sufficient to allow
15 the Court and counsel to act intelligently.

16 c. Counsel for all parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. The percentage of objectors zero. No objections were received. Only
20 one request for exclusion was received.

21 e. The participation rate is high. 99.84% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **Class Counsel Award**

4 9. The Agreement provides for a Class Counsel Award in the amount of up to
5 Two Hundred Thirty-Eight Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents
6 (\$238,666.67). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal
7 to one-third (1/3) of the Gross Settlement Amount, or One Hundred Ninety-Six Thousand Six
8 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$196,666.67) and reimbursement of costs and
9 expenses in an amount up to Forty-Two Thousand Dollars and Zero Cents (\$42,000.00).

10 10. Two Hundred Thirty-Six Thousand Nine Hundred Ninety-Five Dollars and
11 Eighty-Eight Cents (\$236,995.88) for the Class Counsel Award comprised of one-third of the Gross
12 Settlement Amount, or One Hundred Ninety-Six Thousand Six Hundred Sixty-Six Dollars and
13 Sixty-Seven Cents (\$196,666.67) and reimbursement of incurred costs and expenses, including \$300
14 in anticipated costs to file this motion in the amount of Forty Thousand Three Hundred Twenty-
15 Nine Dollars and Twenty-One Cents (\$40,329.21) is reasonable in light of the contingent nature of
16 Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
17 The requested attorneys' fee award represents 1/3 of the common fund, which is reasonable and at
18 the low end of the range for fee awards in common fund cases and is supported by Class Counsel's
19 lodestar.

20 **Service Awards**

21 11. The Agreement provides for Service Awards of not more than Ten Thousand
22 Dollars and Zero Cents (\$10,000.00) to each of the two Plaintiffs, subject to the Court's approval.
23 The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each of
24 the two Plaintiffs is reasonable in light of the risks and burdens undertaken by the Plaintiffs in this
25 class action litigation.

26 **Settlement Administration Costs**

27 12. The Agreement provides for Settlement Administration Costs to be paid in
28 an amount not to exceed \$9,590. The Declaration of the Settlement Administrator provides that the

1 actual claims administration expenses were \$9,590. The amount of this payment is reasonable in
2 light of the work performed by the Settlement Administrator.

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined as all persons who are or previously were employed by Defendant in
8 California and classified as non-exempt employees at any time during the period beginning October
9 3, 2018, through May 1, 2025 ("Class Period").

10 2. Every person in the Class who did not submit a timely and valid request
11 for exclusion is a Settlement Class Member. There was only one request for exclusion submitted by
12 the Class Members.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. The Class Members shall release the "Released Parties" from the "Released
17 Class Claims" and Plaintiffs, the LWDA and the State of California shall release the "Released
18 Parties" from the "Released PAGA Claims."

19 (a) The "Released Parties" means Defendant and its shareholders, owners, successors,
20 purchasers, benefit plans, subsidiaries, assigns, and parents, and as the officers, agents, directors,
21 insurers, attorneys, spouses and employees of all of them, and any individual or entity that could be
22 jointly liable with Defendant.

23 (b) The "Released Class Claims" means all class claims alleged, or reasonably could
24 have been alleged based on the facts alleged, in the Operative Complaint in the Action which
25 occurred during the Class Period, and expressly excluding all other claims, including claims for
26 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
27 compensation, and class claims outside of the Class Period.

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1 (c) “Aggrieved Employees” is defined as all persons who are or previously were
2 employed by Defendant in California and classified as non-exempt employees at any time during
3 the period beginning on September 30, 2021, through May 1, 2025 (“PAGA Period”).

4 (d) The “Released PAGA Claims” are defined as all PAGA claims alleged in the
5 Operative Complaint in the Action and Plaintiff’s PAGA notice to the LWDA which occurred during
6 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
7 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
8 and PAGA claims outside of the PAGA Period.

9 5. Two Hundred Thirty-Six Thousand Nine Hundred Ninety-Five Dollars and
10 Eighty-Eight Cents (\$236,995.88) for the Class Counsel Award comprised of one-third of the Gross
11 Settlement Amount, One Hundred Ninety-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-
12 Seven Cents (\$196,666.67) and reimbursement of incurred costs and expenses including \$300 in
13 anticipated costs to file this motion in the amount of Forty Thousand Three Hundred Twenty-Nine
14 Dollars and Twenty-One Cents (\$40,329.21) is reasonable in light of the contingent nature of Class
15 Counsel’s fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. Class
16 Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
17 Plaintiffs, or members of the Class.

18 6. The payment of the Service Awards to the Plaintiffs in the amount of
19 \$10,000.00 to each of the two Plaintiffs is approved.

20 7. The payment of \$9,590 to the Settlement Administrator for Settlement
21 Administration Costs is approved.

22 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
23 adequate and adequately protects the interests of the public and the LWDA. Further, the Court finds
24 that Plaintiffs and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud
25 or collusion.

26 9. Final Judgment is hereby entered in this action. The Final Judgment shall
27 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge
28 of Released Parties from all Released Class Claims as defined in the Agreement. To the extent

1 employees are required to “opt-in” to have this release be deemed effective under federal law, the
2 acceptance and negotiation of any settlement check shall be deemed effective for that purpose.

3 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
4 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys’
5 General Act (“PAGA”) and shall release Released Parties from all Released PAGA Claims as
6 defined in the Agreement.

7 11. In addition to the release given by each Settlement Class Member, Plaintiff
8 Gutierrez is entering into a separate individual settlement agreement, which shall provide for a
9 separate individual payment, and which shall provide for an additional broad release, including a
10 waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include,
11 but will not be limited to, any and all claims arising out of the Action, as well as additional claims
12 described in the individual settlement agreement, which are separate and different from the claims
13 alleged in the Action. Plaintiff Gutierrez will file this settlement agreement under seal for the Court
14 to review in camera, at the Court’s request

15 12. The Agreement is not an admission by Defendant, nor is this Final Approval
16 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
17 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
18 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
19 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
20 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
21 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
22 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
23 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
24 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
25 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
26 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
27 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
28 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim

1 or issue preclusion or similar defense as to the claims being released by the Settlement.

2 13. Notice of entry of this Order Granting Final Approval and Judgment shall be
3 given to Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to
4 send notice of entry of this Order Granting Final Approval and Judgment to individual Class
5 Members and the Order Granting Final Approval and Judgment shall be posted on Settlement
6 Administrator's website as indicated in the Notice Packet.

7 14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
8 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
9 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
10 connection with the distribution of settlement benefits.

11 15. If the Settlement does not become final and effective in accordance with the
12 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
13 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
14 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

15 16. Upon completion of administration of the Settlement, the Settlement
16 Administrator will provide written certification of such completion to the Court and counsel for the
17 Parties which shall be filed with the Court fifteen (15) court days before the non-appearance
18 compliance hearing set for January 22, 2027, at 10:30 a.m., in Dept. 23.

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20 **IT IS SO ORDERED.**

21 DATED: _____, 2025

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24 _____
25 Hon. Jill H. Talley
26 Judge, Superior Court for the State of California,
27 County of Sacramento
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