

JCL LAW FIRM, APC
 Jean-Claude Lapuyade (State Bar #248676)
 Sydney Castillo Johnson (State Bar #343881)
 Perssia Razma (State Bar #351398)
 John L. Nitti (State Bar #330752)
 Carolina Faccin (State Bar #340855)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
 Shani O. Zakay (State Bar #277924)
 Jackland K Hom (State Bar #327243)
 Jaclyn Joyce (State Bar #285124)
 5440 Morehouse Drive, Suite 3600
 San Diego, CA 92121
 Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFFS

(Additional Counsel listed on the next page)

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] JUDGMENT

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

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

FILED
 Superior Court of California
 County of Sacramento
 02/18/2026
 T. Shaddix, Deputy

1 **DIVERSITY LAW GROUP**

2 Larry W. Lee, Esq.

3 Kristen Agnew, Esq.

4 Max W. Gavron, Esq.

5 Kwanporn “Mai” Tulyathan, Esq.

6 515 S Figueroa St, Suite 1250

7 Los Angeles, CA 90071

8 T: (213) 488-6555

9 F: (619) 488-6554

10 lwlee@diversitylaw.com

11 kagnew@diversitylaw.com

12 mgavron@diversitylaw.com

13 ktulyathan@diversitylaw.com

14 Attorneys for PLAINTIFFS

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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. The parties having settled this
5 action and the Court having entered an Order Granting Motion for Final Approval of Class Action
6 and PAGA Settlement and good cause appearing therefore,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

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

12 2. All persons who meet the foregoing definition are members of the Settlement Class,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
15 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
16 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
17 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
22 benefits.

23 5. As of the date the Defendant fully funds the Gross Settlement Amount, Plaintiffs and
24 each Class Member who have not validly opted out have released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined as all class claims alleged, or
28 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the

1 Action which occurred during the Class Period, and expressly excluding all other claims, including
2 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
3 security, workers' compensation, and class claims outside of the Class Period.

4 (b) The Class Period means the period from October 3, 2018, through May 1, 2025.

5 (c) "Released Parties" means Defendant and its shareholders, owners, successors,
6 purchasers, benefit plans, subsidiaries, assigns, and parents, and as the officers, agents, directors,
7 insurers, attorneys, spouses and employees of all of them, and any individual or entity that could be
8 jointly liable with Defendant.

9 7. As of the date Defendant fully funds the Gross Settlement Amount, Plaintiffs, the
10 LWDA and the State of California release the Released Parties from the "Released PAGA Claims"
11 for the "PAGA Period" as set forth in the Agreement.

12 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

13 (b) The "Released PAGA Claims" are defined as all PAGA claims alleged in the
14 Operative Complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during
15 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
16 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
17 and PAGA claims outside of the PAGA Period.

18 (c) The PAGA Period means the period of September 30, 2021, through May 1,
19 2025.

20 9. "Aggrieved Employee" is defined as all persons who are or previously were
21 employed by Defendant in California and classified as non-exempt employees at any time during
22 the PAGA Period.

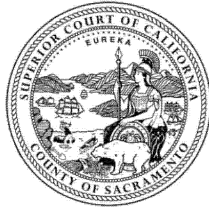
23 10. This Court hereby grants final approval and awards the following: (i) Two Hundred
24 Thirty-Six Thousand Nine Hundred Ninety-Five Dollars and Eighty-Eight Cents (\$236,995.88) for
25 the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One Hundred
26 Ninety-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$196,666.67) and
27 actually incurred expenses including \$300 in anticipated costs to file this motion in the amount of
28 Forty Thousand Three Hundred Twenty-Nine Dollars and Twenty-One Cents (\$40,329.21); (ii) the

1 Service Awards to Plaintiffs in the amount of \$10,000.00 to each of the two Plaintiffs in exchange
2 for a general release; (iii) the Settlement Administration Costs of Nine Thousand Five Hundred
3 Ninety Dollars and Zero Cents (\$9,590.00) to Apex Class Action LLC (“Settlement Administration
4 Costs”); and (iv) Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) (75%
5 of the PAGA Payment) to the Labor and Workforce Development Agency (“LWDA Payment”);
6 and (v) Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) (25% of the PAGA
7 Payment) allocated to the Aggrieved Employees for the Aggrieved Employee Payments.

8 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
9 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
10 section 2699(1)(3).

11 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
12 **ORDERED.**

13
14 DATED: 02/18/2026
15




Hon. Jill H. Talley
Judge, Superior Court for the State of California,
County of Sacramento