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FILED
Superior Court of California
County of Los Angeles
12/22/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. MGreené Deputy

6 Attorneys for Plaintiffs, ARIEL ORLANDO RAMOS and NAHRAIN BENNER, on
7 behalf of themselves and all others similarly situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES- SPRING STREET COURTHOUSE**

10 ARIEL ORLANDO RAMOS and NAHRAIN
11 BENNER, on behalf of themselves and all
others similarly situated,

CASE NO.: 20STCV41429

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl in Dept. 12]

12
13 Plaintiff,

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

14 v.

15 AEGIS TREATMENT CENTERS, LLC, a
Delaware limited liability company;
16 PINNACLE TREATMENT CENTERS, INC.,
a Delaware corporation; ALEXANDER
17 DODD, an individual; and DOES 1 through
100, inclusive,

18
19 Defendants.

20 This Court, having considered the Motion of plaintiffs Ariel Orlando Ramos (“Plaintiff
21 Ramos”) and Nahrain Benner (“Plaintiff Benner” and with Plaintiff Ramos, “Plaintiffs”) for
22 Preliminary Approval of the Class Action Settlement and Provisional Class Certification for
23 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D.
24 Bibiyan, Vedang J. Patel, Plaintiffs, and Jodey Lawrence, the Stipulation for Class Action and
25 Representative Action Settlement (the “Settlement Agreement”), the Notice of Proposed Class
26 Action Settlement (“Class Notice”), and the other documents submitted in support of the Motion for
27 Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**
28

1 1. The definitions set out in the settlement Agreement are incorporated by reference
2 into this Order; all terms defined therein shall have the same meaning in this Order.

3 2. The Court certifies the following settlement class for the purpose of settlement only:
4 all current and former non-exempt employees who worked for Aegis Treatment Centers, LLC,
5 (“Aegis”), Pinnacle Treatment Centers, Inc. (“Pinnacle”) and Alexander Dodd (“Dodd” and with
6 Aegis and Pinnacle, “Defendants”) at any time during the period between July 26, 2018 through
7 August 2, 2022 (“Class Period”) in California (“Class Members”).

8 3. The Court preliminarily appoints named plaintiff Ariel Orlando Ramos and plaintiff
9 Nahrain Benner as Class Representatives, and David D. Bibiyan and Jeffrey C. Bils of Bibiyan Law
10 Group, P.C. as Class Counsel.

11 4. The Court preliminarily approves the proposed class settlement upon the terms and
12 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
13 settlement appears to be within the range of reasonableness of settlement that could ultimately be
14 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
15 amount is fair, adequate and reasonable as to all potential settlement class members when balanced
16 against the probable outcome of further litigation relating to liability and damages issues. It further
17 appears that extensive and costly investigation and research has been conducted such that counsel
18 for the parties at this time are reasonably able to evaluate their respective positions. It further
19 appears to the Court that the settlement at this time will avoid substantial additional costs by all
20 parties, as well as the delay and risks that would be presented by the further prosecution of the
21 Action. It further appears that the settlement has been reached as the result of intensive, non-
22 collusive, arms-length negotiations utilizing an experienced third party neutral.

23 5. The Court, approves, as to form and content, the Class Notice that has been submitted
24 herewith.

25 6. The Court directs the mailing of the Class Notice by first-class mail to the Class
26 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds
27 that dissemination of the Class Notice set forth in the Settlement Agreement complies with the
28 requirements of law and appears to be the best notice practicable under the circumstances.

1 7. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount \$1,225,000.00, which is inclusive of: attorneys’ fees not to exceed thirty-five
3 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
4 Agreement, amounts to \$428,750.00, in addition to actual costs incurred not to exceed \$25,000.00;
5 an incentive award of \$7,500.00 each to Plaintiff Ramos and Plaintiff Benner, for a total of
6 \$15,000.00 to Plaintiffs; costs of settlement administration of no more than \$21,000.00; and Private
7 Attorneys’ General Act of 2004 (“PAGA”) penalties in the amount of \$50,000.00, of which
8 \$37,500.00 (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”) and
9 \$12,500.00 to “Aggrieved Employees”, defined Class Members working for Defendants during the
10 period between October 23, 2019 through August 2, 2022 (“PAGA Period”) as non-exempt, hourly-
11 paid employees in California.

12 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
13 paid separately and apart by Defendants on the wages portion of the Gross Settlement Amount.

14 9. Defendants shall pay the Gross Settlement Amount and Employer Taxes within
15 fourteen (14) calendar days of the Court’s final approval of this Settlement.

16 10. Class Member’s “Workweeks” shall mean the number of weeks that a Settlement
17 Class Member was employed by and worked for the Defendants in a non-exempt, hourly position
18 during the Class Period in California, based on hire dates, re-hire dates (as applicable), and
19 termination dates (as applicable).

20 11. The Settlement is based on Defendants’ representation that there are approximately
21 121,761 Workweeks worked between July 16, 2018 through April 27, 2022. In the event the number
22 of Workweeks worked by Class Members during the Class Period increases by more than 10% or
23 12,176 Workweeks, then Plaintiffs have the right to rescind this agreement.

24 12. The Court deems Phoenix Settlement Administrators (“Phoenix”) the Settlement
25 Administrator, and payment of administrative costs, not to exceed \$21,000.00, out of the Gross
26 Settlement Amount for services to be rendered by Phoenix on behalf of the class.

27 13. The Settlement Administrator shall prepare and submit to Class Counsel and
28 Defendants’ Counsel a declaration attesting to the completion of the notice process as set forth in

1 the Settlement Agreement, including the number of attempts to obtain valid mailing addresses for
2 and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all
3 opt-outs and objections received.

4 14. The Court directs Defendants to, within seven (7) calendar days of this Order,
5 provide the Settlement Administrator with the “Class List” for Class Members. The Class List will
6 include for each Settlement Class Member, his or her: 1) name; (2) last known address(es) currently
7 in Defendants’ possession, custody, or control; (3) last known telephone number(s) currently in
8 Defendants’ possession, custody, or control; (4) last known Social Security Number(s) in
9 Defendants’ possession, custody, or control; and (5) the dates of employment (*i.e.*, hire dates, and,
10 if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member (“Class
11 List”), which shall be made available to Class Counsel upon request.

12 15. Because Social Security Numbers are included in the Class List, the Settlement
13 Administrator shall maintain the Class List in confidence and shall only access and use the list to
14 administer the settlement in conformity with the Court’s orders.

15 16. Upon receipt of the Class List, the Settlement Administrator shall perform an address
16 search using the United States Postal Service National Change of Address (the “NCOA”) database
17 and update the addresses contained on the Class List with the newly found addresses, if any. To the
18 extent that this process yields an updated address, that updated address shall replace the last known
19 address and be treated as the new last known address for purposes of this Settlement, and for
20 subsequent mailings.

21 17. Within seven (7) calendar days of receiving the Class List from Defendants, the
22 Settlement Administrator shall mail the Class Notice, in English and Spanish, to the Settlement
23 Class Members, via first-class regular U.S. Mail, using the most current mailing address information
24 available.

25 18. The deadline by which Class Members may dispute the number of Workweeks
26 worked, and the deadline by which Class Members may opt out or object, shall be forty-five (45)
27 days from the date of the mailing of the Class Notice, unless the Class Member had their Class
28 Notice re-mailed. Class Members who are re-mailed a Class Notice shall have fifteen (15) calendar

1 days from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is
2 later, in which to postmark a Request for Exclusion, objection, or to dispute the information
3 provided in the Class Notice. This shall be known as the “Response Deadline.”

4 19. The Class Notice shall instruct Settlement Class Members on how to exclude
5 themselves from the Settlement Class. Any Settlement Class Member may request exclusion from
6 (i.e., “opt out” of) the Settlement by mailing a written request to be excluded from the Settlement
7 (the “Request for Exclusion”) to the Settlement Administrator, postmarked on or before the
8 Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member’s
9 name; (2) the Class Member’s Social Security Number; (3) the Class Member’s signature; and (4)
10 the following statement: “Please exclude me from the Settlement Class in the *Ramos v. Aegis*
11 *Treatment Centers, LLC, et al.* matter” or any statement of similar meaning standing for the
12 proposition that the Class member does not wish to participate in the Settlement. The Settlement
13 Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and
14 Defendants’ Counsel and shall report the Requests for Exclusions that it receives, to the Court, in
15 its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
16 Member who requests exclusion using this procedure will not be entitled to receive any payment
17 from the Settlement and will not be bound by the Settlement Agreement or have any right to object
18 to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of
19 the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of
20 the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may
21 be entered by the Court if Final Approval of the Settlement is granted.

22 20. Any Class Member who does not submit a timely and valid Request for Exclusion
23 shall be deemed a “Participating Class Member” and be bound by the terms of the Settlement,
24 including the releases provide therein.

25 21. Settlement Class Members will have an opportunity to dispute the information
26 provided in their Class Notice (the “Workweek Dispute”). Any such disputes must be mailed to the
27 Settlement Administrator by the Settlement Class Member, postmarked on or before the Response
28 Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class

1 Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes
2 directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class
3 Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

4 22. Only Participating Class Members may object to the Settlement. In order for any
5 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do
6 so by mailing a written objection to the Settlement Administrator at the address or phone number
7 provided on the Class Notice no later than the Response Deadline. The Settlement Administrator
8 shall email a copy of the Objection forthwith to Class Counsel and Defendants' counsel and attach
9 copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file
10 in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1)
11 the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social
12 Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to
13 appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever
14 legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class
15 Member objects to the Settlement, the Settlement Class Member will remain a member of the
16 Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be
17 bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class
18 Member who does not object. The date of mailing of the Class Notice to the objecting Settlement
19 Class Member shall be conclusively determined according to the records of the Settlement
20 Administrator. Settlement Class Members need not object in writing to be heard at the Final
21 Approval Hearing; they may object or comment in person at the hearing at their own expense. Class
22 Counsel and Defendants' Counsel may respond to any objection lodged with the Court up to five
23 (5) court days before the Final Approval Hearing.

24 23. Participating Class Members may (though are not required to) appear at the Final
25 Approval hearing, either in person or through the objector's own counsel. The failure to file and
26 serve a written objection does not waive a Participating Class Member's right to appear at and make
27 an oral objection at the Final Approval hearing.

28 24. If a Settlement Class Members submits both an Objection and a Request for

1 Exclusion, the Request for Exclusion will control and the Objection will be void.

2 25. All papers filed in support of final approval, including supporting documents for
3 attorneys' fees and costs, shall be filed by April 15, 2023.

4 26. A Final Approval Hearing shall be held with the Court on April 15, 2023 at
5 10:00 a.m. in Department "12" of the above-entitled Court to determine: (1) whether the
6 proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court;
7 (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of incentive
8 award to the Class Representatives; (4) the amount to be paid to the Settlement Administrator; and
9 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

10 27. No more than seven (7) calendar days after payment by Defendants of the Gross
11 Settlement Amount, as well as payment by Defendants of the Employer Taxes, the Settlement
12 Administrator shall distribute all payments due under the Settlement, including Individual
13 Settlement Payments to Participating Class Members, Individual PAGA Payments to Aggrieved
14 Employees, Court-approved payments for the Service Award to Plaintiff, attorneys' fees and
15 litigation costs and expenses to Class Counsel, approved settlement administration costs to the
16 Settlement Administrator, and the LWDA Payment to the LWDA.

17 Individual Settlement Payment and Individual PAGA Payment checks shall remain
18 valid and negotiable for one hundred and eighty (180) calendar days after the date of their
19 issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such
20 payments shall be canceled and funds associated with such checks shall be considered unpaid,
21 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 ("Unpaid
22 Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
23 Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite
24 600, San Francisco, California 94104, the cy pres recipient, for use in Los Angeles County.

25 28. In the event the settlement does not become effective in accordance with the terms
26 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
28 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.

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IT IS SO ORDERED.

Dated: 12/22/2022, 2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Judge of the Superior Court