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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: 20STCV41429

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

[PROPOSED] JUDGMENT

FILED
Superior Court of California
County of Los Angeles
06/01/2023

David W. Slayton, Executive Officer / Clerk of Court
By: L. MGreené Deputy

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class Action and Representative
3 Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting
5 Motion for Final Approval of Class Action and Representative Action Settlement (“Order Granting
6 Final Approval”) and the Parties’ Joint Stipulation re: Class Action and Representative Action
7 Settlement (“Settlement Agreement”). All terms used herein shall have the same meaning as defined
8 in the Settlement Agreement.

9 2. The “Settlement Class” is comprised of all current and former non-exempt employees
10 who worked for Defendants at any time during the period between July 26, 2018 through August
11 2, 2022 (“Class Period”) in California (“Class Members”).

12 3. Two (2) Class Members opted out of the Settlement and zero (0) Class Members
13 objected to the Settlement. The Class Members who opted out are Shantal Jacinto and Julie Ryals.

14 4. Within fourteen calendar (14) days following entry of the Order Granting Final
15 Approval, Defendant shall make a payment of \$1,225,000.00, the Gross Settlement Amount, and
16 Employer Taxes, to the Settlement Administrator.. All funds shall be distributed to the Settlement
17 Administrator, Class Counsel, Plaintiffs, the LWDA, Participating Class Members, and Aggrieved
18 Employees pursuant to the Order Granting Final Approval.

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

27 6. Upon the entry of the Order granting Final Approval of the Settlement, entry of this
28 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement

1 Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating
2 Class Members release any and all claims, rights, demands, damages, liabilities and causes of action
3 (along with related claims and all associated penalties), in law or in equity, arising at any time during
4 the Class Period and that were alleged or that reasonably could have been alleged based on the facts
5 alleged in the Operative Complaint, the PAGA Notice, and the Amended PAGA Notice, including:
6 1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3)
7 all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for
8 failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all
9 wages due upon separation from employment; (6) all claims for failure to issue accurate and
10 compliant wage statements; (7) all claims for failure to reimburse employees for business expenses;
11 and (8) all claims asserted through California Business & Professions Code section 17200, et seq.
12 arising out of the Labor Code violations referenced in the Operative Complaint (the "Class Released
13 Claims").

14 7. For Plaintiffs, Aggrieved Employees, and, to the extent permitted by law, the State of
15 California, the release includes for the duration of the PAGA Period, all claims, rights, demands,
16 damages, liabilities and causes of action (along with related claims and all associated penalties), in
17 law or in equity that were or reasonably could have been asserted in the PAGA Notice, Amended
18 PAGA Notice, and Operative Complaint (the "PAGA Released Claims"). The Class Released
19 Claims and PAGA Released Claims shall be referred to herein as the "Released Claims. ("PAGA
20 Released Claims").

21 8. The parties released shall include Defendants and each of their past, present, and future
22 respective subsidiaries, dba's, affiliates, parents, insurers and reinsurers, and company-sponsored
23 employee benefit plans of any nature and their successors and predecessors in interest, including all
24 of their officers, directors, shareholders, employees, agents, principals, heirs, representatives,
25 accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents
26 (collectively "Released Parties").

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9. This document shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.



Carolyn B. Kuhl

Dated: 06/01/2023, 2023

Carolyn B. Kuhl / Judge

Judge of the Superior Court