

FILED
Superior Court of California
County of Los Angeles
07/16/2025
David W. Slybia, Executive Officer / Clerk of Court
By: E. Martinez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GUSTAVO DUENAS, an individual, on behalf
of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

BRIDGES COMMUNITY TREATMENT
SERVICES, INC., a California Corporation;
and DOES 1 through 50, Inclusive;

Defendants.

Case No. 24STCV02786

**~~[PROPOSED]~~ PRELIMINARY
APPROVAL ORDER**

07/15/2025

Hearing Date: ~~May 13, 2025~~
Hearing Time: 11:00 a.m.

Judge: Hon. ~~Kenneth W. Freeman~~
Timothy Patrick Dillon
Dept.: 14

Date Action Filed: February 1, 2024
Trial Date: None Set

This matter came before the Honorable ~~Kenneth R. Freeman~~
Timothy Patrick Dillon of the Superior Court of the
State of California, in and for the County Los Angeles, on ~~May 13, 2025~~
07/15/2025, for hearing on the
unopposed motion by Plaintiff Gustavo Duenas ("Plaintiff") for preliminary approval of the
Settlement with Defendant Bridges Community Treatment Services, Inc. ("Defendant"). The Court,
having considered the briefs, argument of counsel and all matters presented to the Court and good
cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action
Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
("Agreement" or "Settlement") attached as Exhibit 1 to the Declaration of Nicole Barvie in Support

1 of Plaintiff's Motion for Preliminary Approval of Class Settlement. This is based on the Court's
2 determination that the Settlement set forth in the Agreement is within the range of possible final
3 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
4 California Rules of Court, rule 3.769.

5 2. This Order incorporates by reference the definitions in the Agreement, and all terms
6 defined therein shall have the same meaning in this Order as set forth in the Agreement.

7 3. The Gross Settlement Amount that Defendants shall pay is Two Hundred and Ten
8 Dollars (\$210,000.00). It appears to the Court on a preliminary basis that the settlement amount and
9 terms are fair, adequate, and reasonable as to all potential Class Members when balanced against
10 the probable outcome of further litigation and the significant risks relating to certification, liability
11 and damages issues. It further appears that investigation and research have been conducted such
12 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
13 appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well
14 as avoid the delay and risks that would be presented by the further prosecution of the Action. It
15 further appears that the Settlement has been reached as the result of serious and non-collusive, arms-
16 length negotiations.

17 4. The Court preliminarily finds that the Settlement appears to be within the range of
18 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
19 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
20 finds that the monetary settlement awards made available to the Class is fair, adequate, and
21 reasonable when balanced against the probable outcome of further litigation and the significant risks
22 relating to certification, liability, and damages issues.

23 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
24 Gross Settlement Amount, not to exceed \$70,000, an award of litigation expenses incurred, not to
25 exceed \$25,000.00, and a proposed Class Representative Service Payment to the Plaintiff for \$2,500.
26 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
27 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
28 these requests, including lodestar, prior to final approval.

1 6. The Court recognizes that Plaintiff and Defendant stipulated and agreed to
2 representative treatment and certification of a class for settlement purposes only. This stipulation
3 will not be deemed admissible in this or any other proceeding should this Settlement not become
4 final. For settlement purposes only, the Court conditionally certifies the following Class: “all
5 individuals classified as non-exempt employees who are or previously were employed by Bridges
6 Community Treatment Services, Inc., and performed work in California during the period of
7 February 1, 2020 to October 25, 2024.”

8 7. The Court concludes that, for settlement purposes only, the Class meets the
9 requirements for certification under section 382 of the California Code of Civil Procedure in that:
10 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
11 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
12 community of interest amongst the members of the Class with respect to the subject matter of the
13 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
14 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
15 action is superior to other available methods for the efficient adjudication of this controversy; and
16 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
17 representative of the Class.

18 8. The Court provisionally appoints Plaintiff as the representative of the Class. The
19 Court provisionally appoints Nicole Barvie of Barvie Law, APC, Jean Claude Lapuyade, Esq. of
20 JCL Law Firm, and Shani Zakay, Esq. of Zakay Law Group, APLC as Class Counsel for the Class.

21 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
22 of \$21,000, which shall be allocated \$15,750.00 to the Labor & Workforce Development Agency
23 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement
24 pursuant to the PAGA and \$5,250.00 to the “Aggrieved Employees.” The “Aggrieved Employees”
25 are defined as “all individuals classified as non-exempt employees who are or previously were
26 employed by Bridges Community Treatment Services, Inc., and performed work in California
27 during the period of November 15, 2022 to October 25, 2024.”

1 10. The PAGA Period is from November 15, 2022 to October 25, 2024. Pursuant to
2 Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement
3 and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

4 11. The Court hereby approves, as to form and content, the Class Notice attached to the
5 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
6 inform the Class of all material elements of the proposed Settlement, of the Class Members' right
7 to be excluded from the Class by submitting a written opt-out request, and of each member's right
8 and opportunity to object to the Settlement. The Court further finds that the distribution of the Class
9 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
10 requirements of due process, is the best notice practicable under the circumstances, and shall
11 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
12 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice
13 Packet is returned because of an incorrect address, the Administrator will promptly search for a
14 more current address for the Class Member and re-mail the Class Notice Packet to any new address
15 for the Class Member no later than seven (7) business days after the receipt of the undelivered Class
16 Notice. The Administrator will also email a copy of the re-mailed Class Notice to the Class Member
17 if there is an available email address in the Class Data.

18 12. The Court hereby appoints APEX Class Actions as the Administrator. No later than
19 fifteen (15) days after this Order, Defendant will provide to the Administrator an electronic database
20 containing the Class Data. The Administrator will perform address updates and verifications as
21 necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event
22 later than ten (10) days after receiving the Class Data, the Administrator will mail the Class Notice
23 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

24 13. The Court hereby preliminarily approves the proposed procedure for exclusion from
25 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
26 Class as provided in the Class Notice by following the instructions for requesting exclusion from
27 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or
28 received no later than forty-five (45) calendar days after the date of the mailing of the Class Notice

1 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
2 for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also
3 be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who
4 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
5 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal
6 or comment thereon. Class Members who have not requested exclusion shall be bound by all
7 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
8 opt out that particular individual, and any attempt to effect an opt-out of a group, class, or subclass
9 of individuals is not permitted and will be deemed invalid.

10 14. Any Class Member who has not opted out may appear at the final approval hearing
11 and may object or express the Member’s views regarding the Settlement, and may present evidence
12 and file briefs or other papers that may be proper and relevant to the issues to be heard and
13 determined by the Court as provided in the Notice. Class Members will have until the Response
14 Deadline to submit their written objections to the Administrator. Written objections may also be
15 faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice Packet is
16 re-mailed, the Response Deadline for written objections will be extended an additional fourteen (14)
17 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
18 objection.

19 15. A final approval hearing shall be held before this Court on U&A at 11:00 AM
20 _____ at 14 in Department 14 at the Spring Street Courthouse of the Los Angeles
21 County Superior Court to hear the motion for final approval and the motion for attorneys’ fees and
22 costs, and to determine all necessary matters concerning the Settlement, including: whether the
23 proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair,
24 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
25 Order and Judgment should be entered herein; whether the plan of allocation contained in the
26 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally
27 approve attorneys’ fees and costs, service awards, and the fees and expenses of the Administrator.
28 All papers in support of the motion for final approval and the motion for attorneys’ fees, costs and

1 service awards shall be filed with the Court and served on all counsel no later than sixteen (16) court
2 days before the hearing and both motions shall be heard at this final approval hearing.

3 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 shall be construed as a concession or admission by Defendant in any way that the claims asserted
5 have any merit or that this Action was properly brought as a class or representative action, and shall
6 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
7 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
8 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
9 finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
10 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed
11 as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse
12 to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or
13 admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

14 17. In the event the Settlement does not become effective in accordance with the terms
15 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
16 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
17 and the Parties shall revert to their respective positions as of before entering into the Agreement,
18 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
19 including all available defenses and affirmative defenses, and arguments that any claim in the Action
20 could not be certified as a class action and/or managed as a representative action . In such an event,
21 the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in
22 litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement
23 with respect to the effect of the Agreement if it is not approved.

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1 18. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Agreement without further notice to Class Members, and
3 retains jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5 **IT IS SO ORDERED.**

6 Dated: 07/16/2025



HON. KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
Timothy Patrick Dillon/Judge

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