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Attorneys for Plaintiff
MIO TAKAHASHI, individually and
on behalf of the putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MIO TAKAHASHI, an individual,

Plaintiff,

vs.

BRIGHTVIEW BEHAVIORAL HEALTH
CENTER, INC., a California corporation;
GISELLE MILLARES, an individual; SEAN
MASON, an individual; RITA MASON, an
individual; and DOES 1 - 50, inclusive,

Defendants.

Case No. 24STCV01082

*[Assigned to the Hon. David S. Cunningham,
Dept. 11]*

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR AN ORDER (1)
PRELIMINARILY APPROVING THE
CLASS ACTION SETTLEMENT; (2)
APPROVING NOTICE OF CLASS ACTION
SETTLEMENT; AND (3) SETTING
HEARING FOR FINAL APPROVAL**

Date: June 1, 2026
Time: 9:00 a.m.
Dept.: 11

*[Filed concurrently with Notice of Motion and
Motion and Memorandum of Points and
Authorities; Declaration of Danny Yadidsion;
Declaration of Mio Takahashi; and Declaration of
Sean Hartranft of Third-Party Administrator Apex
Class Action LLC]*

1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit brought by
2 the Named Plaintiff Mio Takahashi (“Plaintiff” or “Named Plaintiff”) against Defendant Brightview
3 Behavioral Health Center, Inc. (“Defendant”); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Stipulated Class Action and PAGA Settlement Agreement
6 and Class Notice (the “Settlement Agreement”), which sets forth the terms and conditions for a proposed
7 settlement and final resolution of the Action upon the terms and conditions set forth therein; and the Court
8 having read and considered the Settlement Agreement and the exhibits annexed thereto;

9 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all
11 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.
12 Per the Parties’ Settlement Agreement, the Court hereby conditionally certifies the following Settlement
13 Class for settlement purposes only. Class Members: all current and former non-exempt employees of
14 Defendant in the State of California who did not sign an arbitration agreement and who worked for
15 Defendant at any time during the Class Period from January 12, 2020 through May 27, 2025 (the “Class
16 Period”).

17 2. Upon entry of the Final Order of Approval, Participating Class Members who do not opt
18 out of the Settlement, on behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors and assigns, will release the Released Parties from all
20 claims that were alleged, or that reasonably could have been alleged, based on the Class Period facts stated
21 in the operative Complaint, as defined in the Settlement Agreement (“Released Claims”), including, e.g.,
22 (a) any and all claims involving any alleged failure to pay wages for all hours worked; (b) any and all
23 claims involving any alleged failure to pay overtime wages; (c) any and all claims involving any alleged
24 failure to provide meal periods; (d) any and all claims involving any alleged failure to provide rest periods;
25 (e) any and all claims involving any alleged failure to reimburse necessary business expenses; (f) any and
26 all claims involving any alleged failure to furnish timely and accurate wage statements; (g) any and all
27 claims involving any alleged failure to pay all compensation due upon discharge; and (h) any and all
28 claims involving any alleged unfair, unlawful or fraudulent business practices. The Settlement Agreement

1 defines the term “Released Parties” to mean Defendants Sean Mason, Rita Mason, Brightview Behavioral
2 Health Center, Inc. and each of their former and present directors, officers, shareholders, owners,
3 attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

4 3. Upon entry of the Final Order of Approval, all Aggrieved Employees will release, on behalf
5 of themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were
7 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
8 Complaint and the PAGA Notice including, but not limited to, (a) any and all claims involving any alleged
9 failure to pay wages for all hours worked; (b) any and all claims involving any alleged failure to pay
10 overtime wages; (c) any and all claims involving any alleged failure to provide meal periods; (d) any and
11 all claims involving any alleged failure to provide rest periods; (e) any and all claims involving any alleged
12 failure to reimburse necessary business expenses; (f) any and all claims involving any alleged failure to
13 furnish timely and accurate wage statements; (g) any and all claims involving any alleged failure to pay
14 all compensation due upon discharge; and (h) any and all claims involving any alleged unfair, unlawful
15 or fraudulent business practices.

16 4. Should for whatever reason the Settlement not become final, the fact that the Parties were
17 willing to stipulate to class certification as part of the Settlement shall have no bearing on, nor be
18 admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

19 5. Named Plaintiff is hereby preliminarily appointed and designated, for all purposes, as the
20 representative of the Class, and the following attorneys are hereby preliminarily appointed and designated
21 as counsel for the Named Plaintiff and the Class: Danny Yadidsion of Labor Law, PC (“Class Counsel”).

22 6. The Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable
23 as to all Class Members when balanced against the potential outcomes of further litigation relating to
24 liability and damages issues. The Court further finds that the Settlement has been reached as the result of
25 serious and non-collusive, arms-length negotiations by Defendant and Plaintiff (the “Settling Parties”).

26 7. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 312 N.
27 Spring Street, Los Angeles, California 90012, on _____ at ____ am / pm in Department 11,
28 to determine all necessary matters concerning the Settlement, including: whether the proposed settlement

of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel's Fees Award and Cost Award, the Named Plaintiff's service payment, and payment for Claims Administration Costs.

8. The Court hereby approves, as to form and content, of the Class Notice attached as Exhibit A to the Settlement Agreement (the "Notice"). The Court finds that distribution of the Notice, substantially in the manner and form set forth in the Settlement Agreement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

9. The Court hereby appoints Apex Class Action Administration as Settlement Administrator and hereby directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the Notice attached as Exhibit A to the Settlement Agreement, by First Class U.S. Mail at their last known address, within fourteen (14) days of receiving the Class List and Data from Defendant. Before mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Not later than three (3) business days after the Settlement Administrator's receipt of any Notice returned by the United States Postal Service ("USPS") as undelivered, the Settlement Administrator shall re-mail the Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall conduct a Class Member Address Search by investigating and searching for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Settlement Administrator with Class Members, and shall re-mail the Class Notice to the most current address obtained. Most, if not all, Class Members thus are likely to receive the Notice.

10. Any Class Member (as defined by the Settlement Agreement) may choose to opt out of or object to the Settlement by following the instructions for requesting exclusion from the Settlement Class or objecting to the Settlement set forth in the Notice. Class Members will have sixty (60) days from the date of mailing of the Notice in which to postmark objections or a notice of opting out ("Notice Response

Deadline”). The deadlines for Class Members’ written objections and requests for exclusion will be extended an additional fourteen (14) days beyond the sixty (60) day Notice Response Deadline for all Class Members whose Notice is re-mailed. The Settlement Administrator will inform the Class Member of the extended deadline with the re-mailed Notice.

11. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Settlement Administrator a signed written Request for Exclusion not later than sixty (60) days after the Settlement Administrator mails the Notice (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Notice Response Deadline. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all benefits and bound by all of its terms and conditions, including the Participating Class Members’ Releases, regardless of whether the Participating Class Member actually receives the Notice or objects to the Settlement.

12. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. The Notice shall state that Settlement Class Members who wish to object to the Settlement may send written objections to the Settlement Administrator by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Settlement Administrator must do so not later than sixty (60) days after the Settlement Administrator’s mailing of the Notice (plus an additional fourteen (14) days for Class Members whose Notice was re-mailed).

13. The Notice shall also instruct Settlement Class Members who disagree with the number of class workweeks and/or PAGA pay periods (if any) allocated to the Class Member, as stated in his or her

1 Notice, that they may challenge that allocation by providing documentation and/or an explanation in
2 writing to the Settlement Administrator before the Notice Response Deadline. In the absence of any
3 contrary documentation, the Settlement Administrator is entitled to presume that the workweeks contained
4 in the Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's
5 determination of each Class Member's allocation of workweeks and/or pay periods shall be final and not
6 appealable or otherwise susceptible to challenge.

7 14. As of the date this Order is signed, all dates and deadlines associated with the Action shall
8 be stayed, other than those pertaining to the administration of the Settlement of the Action.

9 15. In the event that, after the Parties have exhausted all reasonable efforts to have the
10 Settlement Agreement approved by the Court, the Settlement Agreement is not preliminarily or finally
11 approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or
12 in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described
13 herein:

14 a. The Settlement Agreement shall be void *ab initio* and of no force or effect, and
15 shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect
16 to any issue, substantive or procedural;

17 b. The conditional class certification (obtained for any purpose) shall be void *ab initio*
18 and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding
19 for any purpose or with respect to any issue, substantive or procedural; and

20 c. None of the Parties to the Settlement will be deemed to have waived any claims,
21 objections, defenses or arguments in the Action, including with respect to the issue of class certification.

22 The Court reserves the right to adjourn or continue the date of the Settlement Hearing and all
23 dates provided for in the Settlement Agreement without further notice to Class Members, and retains
24 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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IT IS SO ORDERED.

DATED: _____

HONORABLE DAVID S. CUNNINGHAM
JUDGE OF THE SUPERIOR COURT