

Electronically Received 02/27/2025 02:37 PM

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

03/04/2025

David W. Stoyko, Executive Officer/Clerk of Court

By: P. Herrera Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

LISA MARTINI and ISAAH MA, as
individuals, and on behalf of other members of
the general public similarly situated;

Plaintiffs,

vs.

SAN FERNANDO VALLEY COMMUNITY
MENTAL HEALTH CENTER,
INCORPORATED, a California corporation;
SAN FERNANDO VALLEY COMMUNITY
HEALTH, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV00900

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: February 24, 2025
Time: 10:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: 6

1 This matter came before the Honorable Judge Elihu M. Berle of the Superior Court of the State
2 of California, in and for the County of Los Angeles, at 10:00 a.m. on February 24, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, Aidin Ghavimi, Esq. of Starpoint, LC, and Vartan Madoyan, Esq. of Lawyers for Justice, PC
5 as counsel for plaintiffs LISA MARTINI and ISAAH MA (“Plaintiffs”), and Joshua Carlon, Esq. of
6 Atkinson, Andelson, Loya, Rudd & Romo appearing for Defendant SAN FERNANDO VALLEY
7 COMMUNITY MENTAL HEALTH CENTER, INCORPORATED, a California corporation
8 (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of counsel and
9 all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion
10 for Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
13 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached as Exhibit “1”
14 to the Declaration of Jean-Claude Lapuyade, Esq., filed concurrently herewith. This is based on the
15 Court’s determination that the Settlement Agreement is within the range of possible final approval,
16 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
17 Rules of Court, rule 3.769.

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

20 3. Subject to the Settlement Agreement, the Gross Settlement Amount that Defendant shall
21 pay is One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00). It appears to the
22 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
23 to all Class Members when balanced against the probable outcome of further litigation relating to
24 certification, liability, and damages issues. It further appears that investigation and research have been
25 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
26 further appears to the Court that settlement at this time will avoid substantial additional costs by all
27 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
28 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and

1 non-collusive arms-length negotiations.

2 4. The Court preliminarily finds that the Settlement appears to be within the range of
3 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
4 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
5 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
6 reasonable when balanced against the probable outcome of further litigation relating to certification,
7 liability, and damages issues.

8 5. Plaintiffs seek Attorneys' Fees in the amount of up-to one-third of the Gross Settlement
9 Amount for attorneys' fees, currently estimated at Five Hundred Thousand Dollars and Zero Cents
10 (\$500,000.00), plus Attorneys' Litigation Costs of up to Thirty Thousand Dollars and Zero Cents
11 (\$30,000.00), and proposed Class Representative Payment to the Class Representatives, Lisa Martini
12 and Isaiah Ma, in an amount of not more than Ten Thousand Dollars (\$10,000) each. While these
13 awards appear to be within the range of reasonableness, the Court will not approve the Attorneys' Fees
14 and Litigation Costs or the Class Representative Payment until the Final Approval Hearing.

15 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
16 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
17 proceeding should this Settlement not become final. For settlement purposes only, the Court
18 conditionally certifies the following Class:

19 "All current and former hourly-paid or non-exempt employees who worked
20 for Defendant within the State of California during the period from January
21 13, 2019, to December 31, 2023."

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
28 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to

1 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
2 qualified to act as counsel for the Class Representatives in their individual capacity and as the
3 representative of the Class Members.

4 8. The Court provisionally appoints plaintiffs LISA MARTINI and ISAIAH MA as the
5 representatives of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
7 APC, Shani Zakay, Esq., of the Zakay Law Group, APLC, Vartan Montoya, Esq., of Lawyers for
8 Justice, PC, and Aidin Ghavimi, Esq., of Starpoint, LC, as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the Proposed Class Notice (“Class
10 Notice”) attached as Exhibit “A” to the Settlement Agreement, which is attached to the Declaration of
11 Jean-Claude Lapuyade, Esq., as Exhibit 1. The Court finds that the notice appears to fully and
12 accurately inform the Class Members and Aggrieved Employees of all material elements of the
13 proposed Settlement, including the right of any Class Member to be excluded from the Class by
14 submitting a written request for exclusion, and of each Class Member’s right and opportunity to object
15 to the Settlement. The Court further finds that the distribution of the notices in the manner and form set
16 forth in the Agreement and this Order meets the requirements of due process, is the most reasonable
17 notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled
18 thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth
19 in the Agreement.

20 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator.
21 Defendant shall provide the Settlement Administrator with the Class Data by March 17, 2025, including
22 information regarding Class Members that Defendant will in good faith compile from its records,
23 including each Class Member’s full name, last-known mailing address, Social Security number, and
24 number of Class Period Workweeks and PAGA Pay Periods. The Settlement Administrator shall mail
25 copies of the Notice Packet to all Class Members via first class U.S. Mail by March 31, 2025.

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
27 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28 Settlement as provided in the Notice by following the instructions for requesting exclusion from the

1 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
2 be postmarked or received by May 30, 2025, the Response Deadline. Any such person who chooses to
3 opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
4 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
5 comment thereon. Class Members who have not requested exclusion shall be bound by all
6 determinations of the Court, the Agreement, and Judgment.

7 13. Any Class Member who has not opted out may appear at the final approval hearing and
8 may object or express the Class Member's views regarding the Settlement and may present evidence
9 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
10 by the Court as provided in the Notice. Class Members will have until May 30, 2025 to postmark their
11 written objections to the Settlement Administrator.

12 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Attorneys'
13 Fees and Litigation Costs and Class Representative Payment will be held before this Court on **June 30,**
14 **2025, at 9:00 AM** in Department 6 of the Los Angeles County Superior Court to determine all
15 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
16 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
17 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
18 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
19 reasonable to the Class; and to finally approve the Attorneys' Fees and Litigation Costs, Class
20 Representative Payment, and the Administration Expenses Payment. All papers in support of the
21 motion for final approval and the motion for Attorneys' Fees and Litigation Costs and Class
22 Representative Payment shall be filed with the Court and served on all counsel by April 19, 2025.

23 15. In the event the Settlement does not become effective in accordance with the terms of the
24 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
25 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement. In
27 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
28 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to

1 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
2 is not approved.

3 16. All proceedings in this matter, except those contemplated by this Order and the
4 Settlement Agreement, are stayed.

5 17. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.



Elihu M. Berle

11 Dated: 03/04/2025

Elihu M. Berle / Judge

JUDGE OF THE SUPERIOR COURT