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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF ALAMEDA**

16 MARINA GONZALEZ and KATHERINE
17 HALLUM, individuals, on behalf of
18 themselves, and on behalf of all persons
similarly situated,

19 Plaintiffs,

20 v.

21 ORTHOPAEDIC AND NEUROLOGICAL
REHABILITATION, SPEECH
22 PATHOLOGY, INC., a California corporation;
23 ORTHOPAEDIC AND NEUROLOGICAL
REHABILITATION, INC., a California
24 corporation; EMPOWERME WELLNESS,
LLC, a Missouri limited liability company; and
25 DOES 1-50, Inclusive,

26 Defendants.

Case No. 23CV033481

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

Date: July 31, 2025

Time: 10:00 a.m.

Judge: Hon. Michael Markman

Dept.: 23

1 This matter having come before the Honorable Judge Michael Markman of the Superior Court
2 of the State of California, in and for the County of Alameda, at 10:00 a.m. on July 31, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC counsel for plaintiffs MARINA GONZALEZ and KATHERINE HALLUM (“Plaintiffs”), and
5 Derek Sachs, Esq. and Elaine McCormick, Esq. of O’Hagan Meyer LLP appearing for defendants
6 Orthopaedic and Neurological Rehabilitation, Speech Pathology, Inc., Orthopaedic and Neurological
7 Rehabilitation, Inc., and Defendant Empowerme Wellness, LLC (collectively “Defendants”). The
8 Court, having carefully considered the brief, argument of counsel and all the matters presented to the
9 Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of
10 Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
13 Action Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to
14 the Supplemental Declaration of Jean-Claude Lapuyade as Exhibit “1”. This is based on the Court’s
15 determination that the Agreement is within the range of possible final approval, pursuant to the
16 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
17 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 terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendants shall pay is One Million, Eight Hundred Eighty-Five Thousand Dollars and Zero Cents
22 (\$1,885,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
23 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome
24 of further litigation relating to certification, liability, and damages issues. It further appears that
25 investigation and research have been conducted such that counsel for the Parties are able to reasonably
26 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
27 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented
28 by the further prosecution of the litigation. It further appears that the Settlement has been reached as

1 the result of intensive, serious, and 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 a Class Counsel Award in an amount not to exceed thirty percent (30%)
9 of the Gross Settlement Amount, currently estimated at Five Hundred Sixty-Five Thousand, Five
10 Hundred Dollars and Zero Cents (\$565,500.00), pursuant to this Court's stated benchmark and as
11 supported by the declaration of Class Counsel. Although the Settlement Agreement permits a fee award
12 of up to one-third of the Gross Settlement Amount, Class Counsel has indicated that Counsel will limit
13 their request to 30% in accordance with this Court's guidance. Plaintiffs also seek reimbursement of
14 attorneys' expenses not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), subject to
15 evidentiary support to be submitted at the time of final approval.. In addition, Plaintiffs propose Service
16 Awards to the Class Representatives, Marina Gonzalez and Katherine Hallum, in an amount not to
17 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each. Plaintiffs acknowledge this Court's
18 stated preference not to award more than \$7,500 in the absence of special circumstances and will
19 provide additional briefing and evidentiary support at final approval to justify the requested Service
20 Awards.

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

25 "All current and former non-exempt employees who worked for Defendant
26 ONRSP and/or ONR and/or Defendant EmpowerMe in California at any
27 time during the period from May 17, 2019, through the earlier of February
28 1, 2025, or the date in which the total workweeks worked by the class

1 members reaches 174,000.”

2 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
3 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
4 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
5 common questions of law and fact predominate, and there is a well-defined community of interest
6 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
7 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
8 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
9 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
10 to act as counsel for the Class Representatives in their individual capacity and as the representatives of
11 the Class Members.

12 8. The Court provisionally appoints plaintiff Marina Gonzalez and plaintiff Katherine
13 Hallum as the representatives of the Class.

14 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
15 A.P.C. and Shani Zakay, Esq., of the Zakay Law Group, APLC as Class Counsel for the Class
16 Members.

17 10. The Court hereby approves, as to form and content, the proposed Notice of Pendency of
18 Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Agreement as **Exhibit**
19 **“A”**. The Court finds that the notice appears to fully and accurately inform the Class Members and
20 Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class
21 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class
22 Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution
23 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the
24 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute
25 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by
26 first class mail, pursuant to the terms set forth in the Agreement.

27 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later
28 than ten (10) business days after entry of this order, Defendants shall provide, to the Settlement

1 Administrator the Class Data, including information regarding Class Members that Defendants will in
2 good faith compile from its records, including each Class Member's full name; last known address;
3 Social Security Number; start dates and end dates of employment. No later than twenty-one (21)
4 calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail the
5 Class Notice to all identified, potential Class Members via first class regular U.S. Mail using the most
6 current mailing address information available.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
8 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
9 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
10 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
11 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date
12 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than
13 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt
14 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
15 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
16 comment thereon. Class Members who have not requested exclusion shall be bound by all
17 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
18 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
19 individuals is not permitted and will be deemed invalid.

20 13. Any Class Member who has not opted out may appear at the final approval hearing and
21 may object or express the Class Member's views regarding the Settlement and may present evidence
22 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
23 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the
24 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement
25 Administrator.

26 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Class
27 Counsel Award and Service Award shall be held before this Court on Ö^&Ä ÄGG at
28 F€€ AM/PM in Department 23 of the Alameda County Superior Court to determine all necessary

1 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
2 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
3 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
4 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
5 reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the
6 Settlement Administration Costs. Plaintiffs shall use best efforts to file all papers in support of the
7 Motion for Final Approval and the Motion for Class Counsel Award and Service Award with the Court
8 and served on all counsel within twenty-eight (28) days following the expiration of the Response
9 Deadline.

10 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
11 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
12 evidence of, or used against Defendants as, an admission or indication in any way, including with
13 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to
14 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
15 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
16 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
17 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,
18 including, but not limited to, evidence of a presumption, concession, indication or admission by
19 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

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

27 17. Pending final determination of whether the Settlement should be approved, Class
28 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,

1 intervening in, instigating or in any way participating in the commencement or prosecution of any
2 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
3 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
4 timely request for exclusion pursuant to the Agreement.

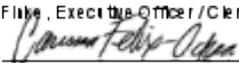
5 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

8
9 Dated: 08/01/2025 _____

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JUDGE OF THE SUPERIOR COURT

Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 08/05/2025
PLAINTIFF/PETITIONER: Marina Gonzalez et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Orthopaedic and Neurological Rehabilitation, Speech Pathology, Inc. et al	C. Felix-Ochoa
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV033481

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [Proposed] Order entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Derek S. Sachs
O'Hagan Meyer LLP
DSachs@ohaganmeyer.com

Shani Zakay
Zakay Law Group, APLC
shani@zakaylaw.com

Dated: 08/05/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



C. Felix-Ochoa, Deputy Clerk