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Attorneys for Plaintiff YEKATERINA RAMIREZ,  
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF CONTRA COSTA**

YEKATERINA RAMIREZ, on behalf of  
herself and others similarly situated,

Plaintiff,

vs.

THE SPEECH PATHOLOGY GROUP, INC.;  
and DOES 1 to 100, inclusive,

Defendants.

Case No.: C24-00106 (Lead Case)

*Consolidated for all purposes with  
Case No. C24-00798*

**CLASS ACTION**

*[Assigned for All Purposes to the  
Hon. Benjamin T. Reyes II, Dept 16]*

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

\*\*\*PER THE ATTACHED TENTATIVE RULING  
*[Filed concurrently with Notice of Motion and  
Motion for Preliminary Approval of Class Action  
Settlement; Declaration of Stephen M. Sloane in  
Support Thereof]*

**FILED**  
MAY 15 2026  
S. LIND CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By K. Inkerson  
Deputy Clerk

1 The Motion for Preliminary Approval of a Settlement came before this Court on a day first  
2 available to the Court or as soon thereafter this matter may be heard in Department 16 of the Contra  
3 Costa County Superior Court – Wakefield Taylor Courthouse located at 725 Court Street, Martinez,  
4 CA 94553. The Court, having considered the proposed Class Action and PAGA Settlement  
5 Agreement (“Settlement” or “Settlement Agreement”) and Class Notice entered into by and  
6 between Plaintiff Yekaterina Ramirez (“Plaintiff”) and Defendant The Speech Pathology Group,  
7 Inc. (“Defendant”), attached as **Exhibit 1** to the Declaration of Stephen M. Sloane in Support of  
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, and the Exhibits attached  
9 thereto (hereafter collectively, the “Settlement” or “Settlement Agreement”); having considered the  
10 Motion for Preliminary Approval of Class Action Settlement filed by the parties; having considered  
11 the respective points and authorities and declarations submitted by the parties in support thereof;  
12 and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

13 The Court grants preliminary approval of the settlement as set forth in the Settlement and  
14 finds the terms to be within the range of reasonableness of a settlement that ultimately could be  
15 granted approval by the Court at the Final Fairness Hearing. For purposes of the Settlement, the  
16 Court finds that the proposed Settlement Class is ascertainable and that there is a sufficiently well-  
17 defined community of interest among the Class in questions of law and fact. Therefore, for  
18 settlement purposes only, the Court grants conditional certification of the following “Class” defined  
19 as follows:

20 All current and former hourly, non-exempt employees of Defendant who worked for  
21 Defendant The Speech Pathology Group, Inc. (“Defendant”) in the State of California at any time  
22 during the Class Period.

23 1. The “Class Period” is the period from January 16, 2020, through the earliest of (i) 60  
24 days from the Mediation Date (July 27, 2025) or (ii) the date the Court enters an order preliminarily  
25 approving the settlement proposal. For purposes of settlement, the Court further designates named  
26 Plaintiff Yekaterina Ramirez Class Representative, and Joseph Lavi, Vincent Granberry, Matthew  
27 Gustin and Stephen M. Sloane of Lavi & Ebrahimian, LLP as Class Counsel.

28 2. The Court appoints Rust Consulting as the Settlement Administrator.

1           3.       A final fairness hearing on the question of whether the proposed settlement should  
2 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in  
3 Department 16 of the Contra Costa County Superior Court – Wakefield Taylor Courthouse located  
4 at 725 Court Street, Martinez, CA 94553, on 9/16/26 at 9:00 a.m.

5           4.       At the final fairness hearing, the Court will consider: (a) whether the settlement  
6 should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting  
7 approval of the settlement should be entered; and (c) whether Plaintiff’s application for an award of  
8 Class Counsel Fees, Class Counsel Litigation Expenses, and Class Representative Service Payment  
9 should be granted.

10          5.       Counsel for the parties shall file memoranda, declarations, or other statements and  
11 materials in support of their request for final approval by no later than 16 court days prior the final  
12 fairness hearing.

13          6.       Class Counsel shall file a motion for an award of Class Counsel Fees Payment,  
14 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment by no later  
15 than 16 court days prior to the final fairness hearing.

16          7.       The Court approves, as to form and content, the Class Notice which is attached to  
17 the Settlement as **Exhibit A.**

18          8.       No later than twenty-one (21) calendar days following the date the Court enters this  
19 Order, Defendant shall provide the following information to the Settlement Administrator: Class  
20 Member identifying information in Defendant’s possession including the Class Member’s name,  
21 last-known mailing address, Social Security number, and number of Class Period Workweeks and  
22 PAGA Pay Periods (“Class Data”).

23          9.       No later than fourteen (14) calendar days after receiving the Class Data, the  
24 Settlement Administrator shall disseminate the Class Notice to all the Class Members identified in  
25 the Class Data by first-class U.S. Mail.

26          10.       Class Members shall have forty-five (45) calendar days from the date the  
27 Settlement Administrator mails Notice to the Class Members to fax, email, or mail Requests for  
28 Exclusion from the Settlement or fax, email, or mail an Objection to the Settlement (“Response

1 Deadline”). Class Members to whom Notice Packets are resent after having been returned  
2 undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond  
3 the Response Deadline has expired.

4 11. The Court finds that the forms of Class Notice to the Class regarding the pendency  
5 of the action and of this settlement, and the methods of giving notice to members of the Class  
6 constitute the best notice practicable under the circumstances and constitute valid, due, and  
7 sufficient notice to all members of the Class. They comply fully with the requirements of  
8 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
9 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other  
10 applicable law.

11 12. The Court further approves the procedures for Class Members to participate in,  
12 opt-out of, or object to the Settlement, as set forth in the Settlement Agreement and Class Notice.

13 13. Class Members who wish to exclude themselves (opt-out of) the Class Settlement  
14 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not  
15 later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for  
16 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a  
17 Class Member or his/her representative that reasonably communicates the Class Member’s  
18 election to be excluded from the Settlement and includes the Class Member’s name, address and  
19 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
20 emailed, or postmarked by the Response Deadline.

21 14. Participating Class Members may send written objections to the Administrator, by  
22 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire  
23 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
24 Participating Class Member who elects to send a written objection to the Administrator must do  
25 so not later than 45 days after the Administrator’s mailing of the Class Notice (plus an additional  
26 14 days for Class Members whose Class Notice was re-mailed).

1 15. Pending the Fairness Hearing, all proceedings in this action, other than proceedings  
2 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this  
3 Order, are stayed.

4 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in  
5 connection with the administration of the settlement which are not materially inconsistent with  
6 either this Order or the terms of the Settlement.


7 17. The Court orders the following Implementation Schedule for further proceedings:

Event	Timing
Class Data: Last day for Defendant to provide the Settlement Administrator the Class Database	21 calendar days after the Court's entry of this Order
Notice Date: last day for Administrator to mail Class Notice to Class Members.	14 calendar days after receipt of the Class Data
Response Deadline: (i) last day for Settlement Class Members to submit Requests for Exclusion; (ii) last day for class members to submit Objections	45 calendar days after the date of mailing of the Class Notice
Last day for class counsel to file motion for award of attorneys' fees, reimbursement of litigation expenses and class representative enhancement.	16 court days prior to the final fairness hearing
Last day for parties to file motion and supporting documents for final approval of class action settlement.	16 court days prior to the final fairness hearing
Last day for the Parties to respond to Objections	5 court days prior to the final fairness hearing
Hearing on final approval of class action settlement.	

20 18. The Fairness Hearing and related prior deadlines set forth above may, from time to  
21 time and without further notice to the Class (except those who have filed timely and valid  
22 objections), be continued or adjourned by Order of the Court.

23  
24 **IT IS SO ORDERED.**

25  
26 Dated: MAY 13 2020

27   
28 \_\_\_\_\_  
Hon. Benjamin T. Reyes II  
Judge of the Superior Court

7. 9:00 AM CASE NUMBER: C24-00106  
CASE NAME: YEKATERINA RAMIREZ VS. THE SPEECH PATHOLOGY GROUP, INC.  
\*HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT  
FILED BY: RAMIREZ, YEKATERINA

**\*TENTATIVE RULING:\***

**Summary**

On December 22, 2025, Plaintiff Yekaterina Ramirez (“Plaintiff”), filed a motion for preliminary approval of the proposed class action settlement with Defendant The Speech Pathology Group, Inc. (“Defendant”), (Plaintiff and Defendant are collectively hereinafter referred to as “the Parties”).

The Court **grants** this Motion for Preliminary Approval of the Class Action Settlement as set forth herein. No appearance is required at the hearing on May 13, 2026.

**Background and Settlement Terms**

This case is a proposed employee wage and hour class action case. On January 16, 2024, Plaintiff commenced this litigation by filing a class complaint alleging causes of action against Defendant for: 1) Failure to pay wages for all hours worked as minimum wage in violation of Labor Code Sections 1194 and 1197; 2) Failure to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510 and 1194; 3) Failure to authorize or permit meal periods in violation of Labor Code Sections 512 and 226.7; 4) Failure to Authorize or permit rest periods in violation of Labor Code Section 226.7; 5) Failure to provide complete and accurate wage statements in violation of Labor Code Section 226; 6) Failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code Sections 201, 202 and 203; and 7) Unfair business practices in violation of Business and Professions Code Sections 17200, et. Seq. (See Sloane Dec. ¶14.)

According to Plaintiff’s Motion, the named Plaintiff worked as hourly-paid, non-exempt employees of Defendant and seek to represent approximately 1501 current and former hourly, non-exempt employee who worked for Defendant in California during the Class Period (hereinafter “Class” or “Class Members”). “Class Period” means the period from January 16, 2020, through the earliest of (i) 60 days from the Mediation Date (July 27, 2025) or (ii) the date the Court enters an order preliminarily approving the settlement proposal.

Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on January 16, 2024. (Sloane Dec. ¶15.) On March 25, 2024, Plaintiff filed a Private Attorneys General Act of 2004 (“PAGA”) complaint alleging a cause of action for Civil Penalties pursuant to PAGA, Labor Code Sections 2698, et. seq. (Sloane Dec. ¶16.) On December 9, 2025, Plaintiff filed a First Amended Complaint adding alleged cause of action against Defendant for Civil Penalties Pursuant to The Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698, et. Seq. (Sloane Dec. ¶17.)

Defendant has at all times denied the claims. Defendant contends that Plaintiff would not likely prevail on their claims. Defendant denies the allegations in the operative complaint, denies any failure to comply with the laws identified in the operative complaint, and denies any and all liability for the causes of action alleged. (Settlement, ¶12.1) Defendant contends that it complied in good faith with wage and hour laws and has dealt legally and fairly with Plaintiff and putative class members. (Sloane Dec. ¶19.)

Plaintiff seek entry of a proposed order granting preliminary approval of the class settlement which: (1) preliminarily approves the proposed settlement of the class action; (2) approves the form and method for providing notice and directs that notice be given to members of the settlement class; (3) preliminarily certifies the settlement class for settlement purpose; and (4) schedules a final approval hearing date.

As consideration for this Settlement, Defendant shall pay a sum equal to One Million Eight Hundred Seventy-Five and Zero Cents (\$1,875,000.00) (the “Gross Settlement Amount”) to fund the non-reversionary, no claims made settlement of this class action. (¶1.24 of the Class Action Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”) a copy of which is attached as Exhibit “1” to Declaration of Stephen M. Sloane (“Sloane Dec.”) filed herewith. Gross Settlement Amount is inclusive of Individual Class Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. (Id.)

### **Analyses**

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental

participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

#### Attorney fees

Class Counsel seeks attorneys’ fees and costs award of one-third of the Gross Settlement Amount or Six Hundred Twenty-Four Thousand Nine Hundred Ninety Nine Dollars and Ninety-Nine Cents (\$624,999.99) and Class Counsel’s costs not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), for the time spent litigating this matter as well as expenses incurred in the prosecution of the action thus far. The one-third of the total settlement amount as fees is based on the reliance of the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$9,000 the class representative will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

Pursuant to Code of Civil Procedure section 382.4, where a settlement proceed can be paid to a non-party to the action, “an attorney for a party to the action shall, in connection with the hearing for preliminary approval pursuant to subdivision (c) of Rule 3.769 of the California Rules of Court, notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or things of value and interests of the class.”

### **Ruling**

The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify *preliminary* approval. The Court **grants** this Motion for Preliminary Approval of the Class Action Settlement, and will execute the proposed order lodged on December 22, 2025. The Clerk of the Court is requested to schedule hearing date for the motion for final approval.

Other dates in the proposed order shall be adopted. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date, which shall include the matters necessary to comply with Code of Civil Procedure section 384(b). Notwithstanding any contrary provision in the settlement agreement, 5% of the attorney’s fees are to be withheld by the administrator until released by the Court after review of the compliance statement. The Court may issue a release through an unreported minute order without a hearing on the compliance statement. No appearance is required at the hearing on May 13, 2026.