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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

NORMAJEAN FERLAND, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

COMPREHENSIVE SPINE AND SPORTS
CENTER, an unknown corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. 21CV375218

CLASS ACTION

*[Assigned for all purposes to: Hon. Sunil R.
Kulkarni, Dept. 1]*

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

*[Filed concurrently with: Plaintiff's Notice of
Motion and Motion for Preliminary Approval
of Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin F.
Marquez in Support of Plaintiff's Motion for
Preliminary Approval of Class Action
Settlement; Declaration of NormaJean Ferland
in Support of Plaintiff's Motion for
Preliminary Approval of Class Action
Settlement; and Declaration of LATLC
President Steven Vartazarian]*

PRELIMINARY APPROVAL HEARING

Date: June 2, 2022

Time: 1:30 p.m.

Dept: 1

1 The Court has before it Plaintiff NormaJean Ferland's ("Plaintiff") Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declaration of Justin F. Marquez, the Declaration of
4 NormaJean Ferland, the Declaration of LATLC President Steven Vartazarian, the Joint
5 Stipulation Re: Class Settlement (which is referred herein as the "Settlement" or "Settlement
6 Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant Navani Pain
11 Management Inc dba Comprehensive Spine and Sports Center ("Defendant"), attached to the
12 Declaration of Justin F. Marquez in Support of Plaintiff's Motion for Preliminary Approval of
13 Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court. The Court notes that Defendant has
16 agreed to create a common fund of \$310,000.00 to cover: (a) settlement payments to the class
17 members who do not validly opt out; (b) a \$10,000.00 payment to the State of California, Labor
18 & Workforce Development Agency ("LWDA") for its share of the settlement of claims for
19 penalties under the Private Attorneys General Act ("PAGA"), with 75% of which (\$7,500.00)
20 being paid to the LWDA and 25% (\$2,500.00) being paid to the Aggrieved Employees (on a
21 pro-rata basis based on the number of pay periods worked).; (c) the Class Representative service
22 payment of up to \$7,500.00 for Plaintiff; (d) Class Counsel's attorneys' fees, not to exceed 33
23 1/3% of the Gross Settlement Amount (\$103,333.33), and up to \$15,000.00 in costs for actual
24 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
25 \$9,765.00.

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair

1 and reasonable to the class members when balanced against the probable outcome of further
2 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
3 significant informal discovery, investigation, research, and litigation have been conducted such
4 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
5 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
6 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
7 the result of intensive, serious, and non-collusive negotiations between the Parties with the
8 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
9 that the Settlement Agreement was entered into in good faith.

10 4. A Final Fairness Hearing on the question of whether the proposed settlement,
11 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
12 of claims for penalties under PAGA, and the class representative's enhancement award should
13 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
14 in accordance with the Implementation Schedule set forth below.

15 5. The Court provisionally certifies for settlement purposes only the following class
16 (the "Settlement Class"): "All persons who worked for Defendant in California as an hourly-
17 paid or non-exempt employee during the Settlement Period (together, collectively referred to as
18 the "Class Members")."

19 6. The Settlement Period means the period from January 14, 2017 through
20 September 26, 2021.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

1 8. The Court appoints as Class Representative, for settlement purposes only,
2 Plaintiff NormaJean Ferland. The Court further preliminarily approves Plaintiff's ability to
3 request an incentive award up to \$7,500.00.

4 9. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
5 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
6 attorneys' fees of up to one-third of the Total Settlement Amount (\$103,333.33), and costs not
7 to exceed \$15,000.00.

8 10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
9 reasonable administration costs estimated not to exceed \$9,765.00.

10 11. The Court approves, as to form and content: (1) the Notice of Proposed Class
11 Action Settlement, attached as Exhibit A to the Settlement Agreement; and (2) the Workweek
12 Dispute Form, attached as Exhibit B to the Settlement Agreement (collectively, the "Notice
13 Packet"). The Court finds, on a preliminary basis, that the plan for distribution of the Notice
14 Packets to Settlement Class Members satisfies due process, provides the best notice practicable
15 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
16 thereto.

17 12. The Parties are ordered to carry out the Settlement according to the terms of the
18 Settlement Agreement.

19 13. Any Class Member who does not timely and validly request exclusion from the
20 Settlement may object to the Settlement Agreement.

21 14. The Court orders the following Implementation Schedule:

22 Defendant to provide Class List to the 23 Settlement Administrator	July 5, 2022
24 Settlement Administrator to mail the Notice 25 Packets	On or before July 26, 2022
26 Response Deadline (Opt-out or Dispute 27 Workweeks)	September 9, 2022

Deadline to Provide Written Objections, if any	September 9, 2022
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff
Final Approval Hearing	November __, 2022 at ____ a.m./p.m., or first available date thereafter, in Department 1

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Sunil R. Kulkarni
Santa Clara County Superior Court

Ferland v. Comprehensive Spine and Sports Center, et al.
21CV375218

I, Ashley Narinyans, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is anarinyans@wilshirelawfirm.com.

On May 10, 2022, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **May 10, 2022**, at Los Angeles, California.

Ashley Narinyans
Type or Print Name


Signature