

Electronically Received 02/27/2025 05:30 PM

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FILED
Superior Court of California
County of Los Angeles
03/06/2025
David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

KASSANDRA DUENAS, an individual,
OSCAR BADILLO, an individual; TAMMY
BIBIAN, an individual; MANILOU REDOR,
an individual, on behalf of themselves and all
others similarly situated

Plaintiffs,

vs.

EXER MEDICAL CORPORATION, a
California corporation; ROTH STAFFING
COMPANIES, L.P., a California limited
partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV15064

Related: Case No. 22STCV24297
Case No. 22STCV24333

CLASS ACTION

[Assigned for all purposes to the
Honorable Stuart M. Rice, Dept. SSC-1]

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

Hearing Date: February 25, 2025
Hearing Time: 10:30 a.m.
Department: SSC-1

Action Filed: May 5, 2022
Trial Date: None Set

~~PROPOSED~~ ORDER

The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) filed by Plaintiffs Kassandra Duenas, Tammy Bibian, Manilou Redor, and Todd Sherline (“Plaintiffs”) came before this Court on February 25, 2025 at 10:30 a.m. Having reviewed Plaintiffs’ Motion, the Declaration of Dalia Khalili and exhibits thereto, including the Class Action and PAGA Settlement (“Settlement” or “Agreement”), the Declarations of Plaintiffs Kassandra Duenas, Tammy Bibian, Manilou Redor, and Todd Sherline, the Declaration of Vartan Madoyan, the Declaration of Julie Green on Behalf of CPT Group, Inc., the Declaration of Shaun Voigt, and the Declaration of Blanca White, and for good cause appearing, the Court hereby finds and ORDERS as follows:

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement.

2. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate, and falls within the range of reasonableness, and therefore meets the requirements for preliminary approval.

3. The Court provisionally certifies, for settlement purposes only, the following Class:

All current and former non-exempt or hourly-paid employees of Defendant Exer Medical Corporation in California from May 18, 2020 through January 31, 2024.

4. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common to all Class Members which predominate over individualized issues; (3) Plaintiffs’ claims are typical of the claims of the Class Members; (4) Plaintiffs and Plaintiffs’ counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. The Court hereby approves the terms and conditions provided for in the Settlement. The parties are ordered to carry out the Settlement according to its terms.

6. The Court appoints, for settlement purposes only, Plaintiffs Kassandra Duenas,

1 Tammy Bibian, Mainlou Redor, and Todd Sherline as Class Representatives.

2 7. The Court appoints, for settlement purposes only, Matern Law Group, PC and
3 Lawyers for Justice, PC as Class Counsel. Class Counsel is authorized to act on behalf of the Class
4 with respect to all acts or consents required by, or which may be given, pursuant to the Settlement,
5 and such other acts reasonably necessary to finalize the Settlement and its terms. Any Class
6 Member may enter an appearance through his or her own counsel at such Class Member's own
7 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf
8 will be represented by Class Counsel.

9 8. The Court hereby preliminarily approves the Settlement and the Gross Settlement
10 Amount of \$1,116,000.00. The Gross Settlement Amount shall cover all anticipated and
11 unanticipated expenses associated with the settlement including the following items: (1) the
12 Individual Class Payments to Participating Class Members; (2) the Individual PAGA Payments to
13 Aggrieved Employees; (3) the LWDA PAGA Payment; (4) the Class Counsel Fees Payment; (5)
14 the Class Counsel Litigation Expenses Payment; (5) the Class Representative Service Payments;
15 and (6) the Administration Expenses Payment. The employer payroll taxes shall be paid separately
16 from and in addition to the Gross Settlement Amount. The Net Settlement Amount is currently
17 estimated to be approximately \$443,000.00, based on the Court's preliminary approval of a Class
18 Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount, a Class
19 Representative Service Payment not to exceed \$7,500.00 each to Plaintiff Duenas and Plaintiff
20 Sherline, a Class Representative Service payment not to exceed \$5,000.00 each to Plaintiff Redor
21 and Plaintiff Bibian:

	\$1,116,000.00	Gross Settlement Amount
-	\$ 372,000.00	Class Counsel Fees Payment
-	\$ 50,000.00	Class Counsel Litigation Expenses Payment
-	\$ 25,000.00	Class Representative Service Payments
-	\$ 220,000.00	PAGA Penalties
-	\$ 6,000.00	Administration Expenses Payment
=	\$ 443,000.00	Net Settlement Amount

26
27 Plaintiffs reserve the right to request that the Court award Class Representative Service Payments
28 in greater amounts, up to \$10,000.00 each, at the time of the Final Approval Hearing.

1 9. The Court finds that, on a preliminary basis, the Settlement appears to be within the
2 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
3 It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable
4 as to all potential Class Members when balanced against the probable outcome of further litigation
5 relating to classwide liability and damages issues. It also appears that significant investigation,
6 research, and court proceedings have been conducted so that counsel for the parties are able to
7 reasonably evaluate their respective positions. It appears to the Court that settlement at this time
8 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
9 be presented by the further prosecution of the Action. It also appears that settlement has been
10 reached as a result of intensive, serious, and non-collusive, arms-length negotiations, including a
11 mediation with Lisa Klerman, Esq.

12 10. The Court approves, as to form and content, the Notice of Class Action Settlement
13 (“Class Notice”), attached as Exhibit A to the Settlement. The Court finds that the notice plan is
14 the best means practicable under the circumstances for providing notice to the Class Members and,
15 when completed, shall constitute due and sufficient notice of the class action, proposed settlement,
16 and the final approval hearing to all persons entitled to such notice in full compliance with
17 California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court
18 3.766 and 3.769, the California and United States Constitutions, and other applicable laws.

19 11. The Court appoints CPT Group, Inc. as the Administrator. The Court hereby directs
20 the Administrator to disseminate the approved Class Notice according the procedures set forth in
21 the Settlement.

22 12. Any Class Member may choose to be excluded from the Settlement as provided in
23 the Settlement and Class Notice and by following the instructions for requesting exclusion. Any
24 person who timely and properly requests to be excluded from the Settlement will not be bound by
25 the Settlement or have any right to object, appeal, or comment thereon. Any request for exclusion
26 must be signed by each such Class Member and must otherwise comply with the requirements
27 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a
28 valid and timely request before the expiration of the Response Deadline shall be bound by all

determinations of the Court, the Settlement, and the Judgment.

13. A Final Approval Hearing will be held before this Court on August 15, 2025 at 10:30 a.m. in Department SSC-1 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Agreement, including whether the Agreement is fair, adequate, and reasonable and should be finally approved by the Court and whether a Judgment should be entered herein. At the same time, a hearing on the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall also be held.

14. Any Class Member may appear at the Final Approval Hearing and object to the Settlement or express his or her views regarding the Settlement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice.

15. The Court sets the following implementation schedule:

Deadline for Defendant to provide the Class Data to the Administrator	March 14, 2025
Deadline for Administrator to mail the Class Notice to Class Members	March 28, 2025
Deadline for Class Members to submit an objection or Request for Exclusion ("Response Deadline")	May 27, 2025 ¹
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement	July 24, 2025
Final Approval Hearing	August 15, 2025 at 10:30 a.m.

¹ Pursuant to the Agreement, for Class Members who are sent a re-mailed Class Notice, the Response Deadline shall be extended an additional 14 calendar days beyond the 60 days otherwise provided in the Class Notice. Settlement ¶ 7.4.4.

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

4 **IT IS SO ORDERED.**

5 DATED: 03/06/2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

Stuart M. Rice / Judge

HON. STUART M. RICE
Judge of the Superior Court