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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
 AND FARAH DOULKIDAH, individually,
 and on behalf of other members of the general
 public similarly situated and on behalf of other
 aggrieved employees pursuant to the California
 Private Attorneys General Act;

Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
 liability company; NEURORESTORATIVE, an
 unknown business entity;
 NEURORESTORATIVE CALIFORNIA, an
 unknown business entity; THE MENTOR
 NETWORK, an unknown business entity;
 MENTOR MANAGEMENT INC., an unknown
 business entity; SEVITA, an
 unknown business entity; and DOES 1 through
 100, inclusive,

Defendants.

Case No. 23STCV10707

*Assigned for all purposes to:
 Hon. Laura A. Seigle
 Dept. 17*

**[PROPOSED] JUDGMENT AND ORDER
 GRANTING PLAINTIFFS' MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 13, 2025
 Time: 9:00 a.m.
 Dept: 17

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Attorneys for Plaintiffs

1 This matter came on for hearing on November 13, 2025 at 9:00 a.m., in Department 17
2 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On June 18, 2025, this Court
4 issued an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action
5 Settlement. Plaintiffs Diandrea Correa, Jemila Hassan, and Farah Doulkidah (collectively
6 "Plaintiffs") now seeks an order granting final approval of the Second Amended Class Action
7 and PAGA Settlement Agreement ("Settlement"), a copy of which is attached to the
8 Supplemental Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary
9 Approval of Class Action Settlement as **Exhibit 2**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action Settlement granted on June 18, 2025, and the instant Motion for Final Approval
13 of Class Action and PAGA Settlement, the Court grants final approval of the Settlement and
14 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

15 1. Pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of Class
16 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
17 These papers informed Class Members of the terms of the Settlement, their right to receive an
18 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
19 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
20 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
21 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

22 2. The Court finds and determines that this notice procedure afforded adequate protections
23 to Class Members and provides the basis for the Court to make an informed decision regarding
24 approval of the Settlement based on the responses of the Class. The Court finds and determines
25 that the notice provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representatives Diandrea Correa, Jemila Hassan, and
4 Farah Doulkidah are typical of the claims of the Class Members; (d) the Class Representatives
5 have fairly and adequately protected the interests of the Class; (e) a class action is superior to other
6 available methods for an efficient adjudication of this controversy; and (f) counsel of record for
7 the Class Representatives are qualified to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all persons
9 currently or formerly employed by Defendant, either directly or through any subsidiary, staffing
10 agency, or professional employer organization, as hourly-paid, non-exempt employees in the State
11 of California during the Class Period (from January 30, 2019 through November 8, 2023).
12 However, employees who participated in and/or were covered by the court-approved Gomez
13 Settlement¹ and who did not work as non-exempt employees for Defendant in the State of
14 California subsequent to the end of the release date in that action (July 14, 2020) are neither Class
15 Members nor PAGA Members for purposes of this settlement. Further, employees who participated
16 in and/or were covered by the court-approved Gomez Settlement and who did work as non-exempt
17 employees for Defendant in the State of California subsequent to the end of the release date in that
18 action (July 14, 2020) will not have their workweeks or pay periods on or before July 14, 2020
19 included for any calculations for purposes of this settlement. The Court deems this definition
20 sufficient for purposes of California Rules of Court, Rule 3.765(a).

21 5. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Lisa B.
22 Iturriaga, and Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

23 6. The Court hereby confirms Plaintiffs Diandrea Correa, Jemila Hassan, and Farah
24 Doulkidah as the Class Representatives.

25
26 ¹ “Gomez Settlement” means *Maria Jessenia Gomez v. CareMeridian, LLC* filed in Los
27 Angeles County Superior Court Case No. BC655730, which covered all current and former non-
28 exempt Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, and
Assistant Directors of Nursing employed at CareMeridian, LLC’s California facilities between
September 11, 2014 and July 14, 2020.

1 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
2 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
3 found that the Settlement was reached as a result of informed and non-collusive arm's length
4 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
5 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
6 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
7 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
8 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
9 the Settlement and recognizes the significant value accorded to the Class.

10 8. The Court hereby approves that Defendant shall pay a total of \$3,000,000.00 to resolve
11 this litigation.

12 9. The Court finds and determines that the Individual Settlement Payments to be paid to
13 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
14 hereby gives final approval to and orders the payment of those amounts to be made to the
15 Settlement Class Members in accordance with the Settlement.

16 10. From the Gross Settlement Amount, the Court finds and determines that payment of
17 \$100,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
18 Workforce Development Agency will receive 75% (\$75,000.00), and the remaining 25%
19 (\$25,000.00) will be distributed to Aggrieved Employees (defined as all persons currently or
20 formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or
21 professional employer organization, as hourly-paid, non-exempt employees in the State of
22 California during the PAGA Period (from March 23, 2022 through November 8, 2023). However,
23 employees who participated in and/or were covered by the Gomez Settlement (defined below) and
24 who did not work as non-exempt employees for Defendant in the State of California subsequent to
25 the end of the release date in that action (July 14, 2020) are neither Class Members nor PAGA
26 Members for purposes of this settlement. Further, employees who participated in and/or were
27 covered by the Gomez Settlement and who did work as non-exempt employees for Defendant in
28 the State of California subsequent to the end of the release date in that action (July 14, 2020) will

1 not have their workweeks or pay periods on or before July 14, 2020 included for any calculations
2 for purposes of this settlement. The Court hereby grants final approval to and orders the payment
3 of the amount in accordance with the Settlement.

4 11. From the Gross Settlement Amount, the Court finds and determines the Class
5 Representative Service Payment of \$15,000.00 to each named Plaintiff (\$45,000.00 total) is fair
6 and reasonable. The Court hereby grants final approval to and orders the payment of that amount
7 to be paid to the named Plaintiff for her service as a class representative and for her agreement to
8 release claims.

9 12. From the Gross Settlement Amount, the Court finds and determines that the fees and
10 expenses in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount
11 of \$19,950.00 are fair and reasonable. The Court hereby grants final approval to and orders the
12 payment of that amount in accordance with the Settlement.

13 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
14 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
15 of \$1,000,000.00² and litigation costs in the amount of \$31,476.06. The Court hereby grants final
16 approval to and orders the payment of those amounts in accordance with the Settlement.

17 14. Without affecting the finality of this Order or the entry of judgment in any way, this
18 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
19 administration, effectuation and enforcement of this order and the Settlement.

20 15. Defendant CareMeridian, LLC ("Defendant") shall not have any further liability for
21 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
22 provided for by the Settlement.

23 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
24 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
25 _____

26 ² Although the Settlement permits Class Counsel to seek attorneys' fees in the amount of
27 "not more than 35% of the Gross Settlement Amount" (i.e., \$1,050,000.00), Class Counsel is
28 seeking attorneys' fees in the amount of one-third (1/3) of the Gross Settlement Amount (i.e.,
\$1,000,000.00).

1 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
2 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
3 to carry out the terms of the Settlement be construed as an admission or concession by or against
4 Defendant.

5 17. Upon completion of administration of the Settlement, the Settlement Administrator will
6 provide written certification of such completion to the Court, which shall be filed with the Court
7 seven days before the non-appearance compliance hearing set for **November 13, 2026 at 9:00 a.m.**

8 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
9 the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and
10 this Order.

11 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
12 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

13 **IT IS SO ORDERED.**

14
15 Dated: _____

Honorable Laura A. Seigle
Judge of the Superior Court