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Attorneys for Plaintiff TRACY DENISE DAVIS,  
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

TRACY DENISE DAVIS, on behalf of  
herself and all others similarly situated,

Plaintiffs,

v.

INSIGHT PSYCHOLOGY AND  
ADDICTION, INC. d/b/a “Nsight  
Psychology & Addiction,” and/or “Nsight  
Mental Health & Wellness,” a California  
corporation; and DOES 1 to 10, inclusive,

Defendants.

**CLASS ACTION**

Case No. 30-2023-01319920-CU-OE-CXC

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

Preliminary Approval Hearing:

Date: October 16, 2025

Time: 2:00 p.m.

Dept: CX105

Honorable Melissa R. McCormick  
Department CX105

Action filed: April 18, 2023

Trial date: None Set

1                    **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2                    On October 16, 2025, the Court conducted a hearing on the unopposed Motion for  
3 Preliminary Approval of Class and Representative Action Settlement filed by named Plaintiff  
4 Tracy Denise Davis on behalf of herself and all others similarly situated (hereinafter “Plaintiff”).  
5 The Court has reviewed and considered the Memorandum of Points and Authorities in support of  
6 the Motion, the Declarations of Counsel and the exhibits in support of the Motion, including the  
7 Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”)  
8 between Plaintiff and Defendant Insight Psychology and Addiction, Inc. (hereinafter  
9 “Defendant”). (Plaintiff and Defendant shall be referred to collectively as the “Parties”).

10                  This Order hereby incorporates by reference the definitions in the Settlement Agreement  
11 as though fully set forth herein, and all terms used herein shall have the same meaning as set  
12 forth in the Settlement Agreement.

13                  NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**  
14 **MAKES THE FOLLOWING FINDINGS:**

15                  1.        The Court finds on a preliminary basis that the proposed Settlement falls within  
16 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement  
17 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet  
18 the requirements for preliminary approval, subject only to any objections that may be raised  
19 before or at the Final Fairness and Approval Hearing. It appears to the Court that the  
20 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when  
21 balanced against the probable outcome of further litigation, given the risks relating to liability  
22 and damages. It further appears that extensive investigation and research have been conducted  
23 such that counsel for the Parties at this time are reasonably able to evaluate their respective  
24 positions. It further appears to the Court that the Settlement at this time would avoid substantial  
25 additional costs by all Parties, as well as the delay and risks that would be presented by the  
26 further prosecution of the Action. It appears the Settlement has been reached as a result of  
27 intensive, arm’s-length negotiations utilizing an experienced third-party neutral.

28                  2.        The Court further finds, for settlement purposes only, that the requirements of

1 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are  
2 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class  
3 described in the Motion for Preliminary Approval and Settlement Agreement:

4 All current and former non-exempt employees who worked for Insight Psychology and  
5 Addiction, Inc. in California any time or times between April 18, 2019, through November 26,  
6 2024, (the “Class Period”), and excluding any persons who opt-out of the class. It shall be an  
7 opt-out class.

8 3. The Court further finds the PAGA settlement described in the Motion for  
9 Preliminary Approval and Settlement Agreement is fair, adequate and reasonable:

10 4. The Court further finds that the moving papers presented for the Court’s review  
11 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the  
12 options available to the Class, including the ability of the Class Members to opt-out or submit a  
13 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or  
14 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do  
15 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.  
16 Plaintiff has submitted to the Court a proposed Class Notice.

17 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

18 1. The Court hereby preliminarily approves the proposed Settlement upon the  
19 terms, conditions, and all release language set forth in the Settlement Agreement.

20 2. The Court conditionally certifies and approves, for settlement purposes only, the  
21 Class described above.

22 3. For the purposes of this Settlement, Gregg Lander, Esq., Vanessa Ruggles, Esq.,  
23 Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. (“Class Counsel”) are hereby  
24 appointed as Class Counsel and shall represent the Class Members in this Action. Any Class  
25 Member may enter an appearance in the Action, at their own expense, either individually or  
26 through counsel of their own choice; however, if they do not enter an appearance, they will be  
27 represented by Class Counsel.

28 4. For the purposes of this Settlement, Plaintiff Tracy Denise Davis is hereby

1 appointed as the Class Representative for the Class.

2 5. The Court confirms ILYM Group, Inc., as the Administrator. The procedures for  
3 paying the Administration Expense Payment, as set forth in the Settlement Agreement, are  
4 approved. ILYM Group, Inc., is directed to perform all responsibilities of the Administrator as  
5 set forth in the Settlement Agreement. Once entered, ILYM Group, Inc., will also post the  
6 Judgment in this matter on its website.

7 6. The Court hereby approves, as to form and content, the Class Notice attached as  
8 **Exhibit A** to the Settlement Agreement (the “Notice”), which is attached hereto as **Exhibit 1**.  
9 The Court finds that the dates and procedure for mailing and distributing the Notice in the  
10 manner set forth in Paragraph 7 of this Order meet the requirements of due process and are the  
11 best notice practicable under the circumstances and shall constitute due and sufficient notice to  
12 all persons entitled thereto.

13 7. The Court directs the mailing of the Court-approved Notice via first class mail to  
14 the Class Members in accordance with the schedule and procedures set forth in the Settlement  
15 Agreement.

- 16 a. Within twenty (20) calendar days of the date of preliminary approval of this  
17 Settlement, Defendant shall provide to the Administrator the Class List; and  
18 b. Within fifteen (15) calendar days of receiving the Class List from Defendant  
19 the Administrator shall mail by First-Class United States mail the Notice to  
20 each Class Member. The Administrator shall conduct a National Change of  
21 Address database search before mailing and will also use the most recent  
22 address available to the Administrator for mail delivery. Any returned mail  
23 with a forwarding address from the U.S. Postal Service shall be promptly re-  
24 mailed to the new address. The Administrator shall perform a skip trace  
25 search for a new address for any returned mail without a forwarding address.

26 8. The procedures for Class Members to opt-out by submitting a Request for  
27 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for  
28 Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of the

first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member.

9. The procedures for Class Members to object to the Settlement, as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members to object to the Settlement shall be sixty (60) days after the date of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and remailed to a correct or forwarding address of a Class Member. Class Members may appear at the Final Approval Hearing, on their own or through a counsel retained at their expense, to present their objection, whether or not they submitted a prior written objection as provided in the Settlement Agreement.

10. The procedures for Class Members to dispute the number of workweeks worked, as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members to submit a workweek dispute shall be sixty (60) days after the date of the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the Notice is returned as undeliverable and then remailed to a correct or forwarding address of a Class Member.

11. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement Amount in the total amount of \$355,000 plus the employer's share of taxes due as a result of this Settlement on a non-reversionary basis that covers all payments to Class Members. Additional proposed disbursements are as follows:

|                     |                                                |
|---------------------|------------------------------------------------|
| Attorneys' Fees     | \$355,000 (1/3 of the Gross Settlement Amount) |
| Litigation Expenses | Up to \$20,000 as verified by Class Counsel    |

|                                    |                                                            |
|------------------------------------|------------------------------------------------------------|
|                                    | and approved by the Court                                  |
| Settlement Administrator Costs     | Not to exceed \$6,950                                      |
| Class Representative Service Award | \$15,000 to Plaintiff Tracy Denise Davis                   |
| PAGA Penalties:                    | \$10,000 (\$7,500 to LWDA; \$2,500 to Aggrieved Employees) |

12. A Final Approval Hearing (the “Hearing”) shall be held on \_\_\_\_\_, at 2:00 p.m. before the Honorable Melissa R. McCormick in Department CX105 of the Orange County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative’s Service Award requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the Class Action, which shall constitute a complete release and bar with respect to the Released Class Claims and Released PAGA Claims.

13. Class Counsel shall file and serve all papers in support of the Motion for Final Approval and any application for reimbursement of attorneys’ fees and costs, including any costs associated with or incurred by the Administrator, at least sixteen (16) court days before the Final Approval Hearing.

14. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. However, Class Counsel or the Administrator will give notice to any objecting party of any continuance of the Final Approval Hearing.

15. All further proceedings in this Action shall be stayed except such proceedings necessary to review, approve, and implement this Settlement.

16. In the event: (i) the Court does not finally approve the Settlement as contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order

1 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence  
2 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the  
3 Settlement does not become final for any other reason, the Settlement and any related Class  
4 shall be null and void and any order or judgment entered by this Court in furtherance of the  
5 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any  
6 funds to be awarded under this Settlement shall be returned to their respective statuses as of the  
7 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed  
8 in all respects as if no Class had been certified and the Settlement Agreement had not been  
9 executed.

10 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document  
11 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection  
12 with the negotiation, execution or implementation of the Settlement, shall be admissible in  
13 evidence for any reason except as provided in the Settlement Agreement. The Court has made  
14 no findings on the merits, and the Defendant has denied the allegations in the operative  
15 complaint.

16 18. The Court hereby approves the PAGA portion of the settlement.

17 19. The Court retains jurisdiction to enforce the settlement under Civil Procedure  
18 Code § 664.6.

19  
20 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

21  
22 Dated: \_\_\_\_\_, 2025

23 \_\_\_\_\_  
24 Honorable Melissa R. McCormick  
25 Judge of the Superior Court  
26  
27  
28