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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

Honorable Melissa R. McCormick
Department CX105

**PLAINTIFF’S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Preliminary Approval Hearing:

Date: October 16, 2025

Time: 2:00 p.m.

Dept: CX105

Action filed: April 18, 2023

Trial date: None Set

1 **TO THE HONORABLE COURT, ALL INTERESTED PARTIES, AND THEIR**
2 **RESPECTIVE COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE THAT** on October 16, 2025, at 2:00 p.m. or as soon
4 thereafter as the matter may be heard, in Department CX105 of the Orange County Superior
5 Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard, Santa Aana, CA
6 92701. Plaintiff Tracy Denise Davis will move for an order to:

- 7 1. Conditionally certify, for settlement purposes only, a Class consisting of all
8 current and former non-exempt employees who worked for Insight Psychology
9 and Addiction, Inc. in California any time or times between April 18, 2019,
10 through November 26, 2024, (the “Class Period”), and excluding any persons
11 who opt-out of the class.
- 12 2. Confirm Emil Davtyan, David Yeremian, Enoch J. Kim, Marta Manus and the
13 other attorneys at D.Law, Inc. as Class Counsel, and Tracy Denise Davis as Class
14 Representative;
- 15 3. Order preliminary approval of the proposed Settlement on a class-wide basis,
16 order direct notice to be given to the Class, and set a hearing for final review of
17 the proposed settlement;
- 18 4. Approve ILYM Group, Inc. as Administrator to handle the notice and claims
19 procedures as set forth in its proposal; and
- 20 5. Approve the PAGA portion of the settlement.

21 The Motion will be based on this Notice of Motion, the Declarations of Plaintiff’s
22 Counsel and exhibits thereto, Declaration of Plaintiff and exhibits thereto, the Memorandum of
23 Points and Authorities, and on such oral and documentary evidence as may be presented at the
24 hearing of the Motion.

25
26 Dated: August 27, 2025

D.LAW, INC.

27 By: _____
28

Enoch J. Kim, Esq.
Marta Manus, Esq.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Tracy Denise Davis respectfully requests that this Court conditionally certify the
4 below-defined class for settlement purposes only, under Code of Civil Procedure section 382;
5 confirm Class Counsel¹ and the Plaintiff as Class Representative; preliminarily approve the class
6 action settlement; direct that notice be disseminated to the Class; and schedule a hearing for final
7 review. The Settlement provides for a non-reversionary settlement fund of \$355,000 for
8 approximately 205 Class Members in compromise of disputed claims for unpaid wages and
9 penalties.

10 Plaintiff further requests that the Court approve the Private Attorney General Act
11 (PAGA) portion of the settlement, which allocates \$10,000 to penalties under PAGA.

12 This Court should grant this Motion for the following reasons: (1) the Class meets the
13 requirements for conditional class certification for settlement purposes only under of Code of
14 Civil Procedure section 382; (2) the Settlement warrants preliminary approval based on all
15 indicia for fairness, reasonableness, and adequacy; (3) Plaintiff is well-suited to serve as an
16 adequate Class Representative; (4) Plaintiff's attorneys are experienced and well-qualified to
17 serve as Class Counsel; (5) the proposed class notice procedures fully comport with due process
18 and adequately apprise Class Members of their rights; (6) a final fairness hearing must be
19 scheduled to allow Class Members an opportunity to be heard regarding the Settlement and to
20 give it finality; and (7) the benefit provided by the proposed PAGA settlement is substantial and
21 easily falls within the range of reasonableness. Accordingly, for the reasons detailed below,
22 Plaintiff respectfully requests that the Court grant this Motion in its entirety and preliminarily
23 approve the Settlement.

24 **II. RELEVANT BACKGROUND**

25 ***A. Procedural History***

26 On April 18, 2023, Plaintiff Tracy Denise Davis filed her initial class complaint
27

28 ¹ All capitalized words are defined in the Settlement Agreement (Exhibit 1 to the Declaration of
Marta Manus, filed herewith), and those definitions are incorporated by reference herein.

1 commencing the Action. On the same date, Plaintiff's counsel sent a letter to the LWDA to
2 exhaust her remedies under PAGA. On June 23, 2023, Davis filed a First Amended Complaint
3 adding a PAGA claim. (Declaration of Marta Manus [Manus Decl.], ¶ 2, Ex. 10 thereto.) Shortly
4 after initiating the Action, the Parties agreed to explore early resolution via mediation and
5 engage in informal and formal discovery prior to mediation. (*Id.*)

6 Plaintiff contends in this Action that Defendant violated California's wage and hour laws
7 by failing to pay minimum wages, failing to pay overtime wages, failing to provide legally
8 complaint meal periods and pay a premium in lieu thereof, failing to authorize and permit all
9 paid rest periods or pay a premium in lieu thereof, failing to fully reimburse work expenses,
10 failing to provide accurate wage statements, failing to timely pay wages at employment
11 separation, and thereby also violating California Business & Professions Code sections 17200, *et*
12 *seq.*, and incurring penalties under PAGA. (Manus Decl., ¶ 3.)

13 ***B. Mediation***

14 On July 29, 2024, the Parties attended mediation with Jason Marsili, Esq., an experienced
15 mediator but did not settle at this formal mediation. (*Id.* at ¶ 4.) The Parties continued to engage
16 in direct settlement discussion, and recognizing the burdens and risk of continued litigation,
17 reached an agreement to settle the Action subject to Court approval. The Parties executed the
18 Settlement Agreement on or about April 28, 2025. (*Id.* at ¶ 5.)

19 To settle the Action and Released Claims, Defendant agrees to pay the Maximum
20 Settlement Amount of \$355,000, exclusive of the employer's portion of payroll taxes and fees. It
21 shall be an opt-out class, there is no claim form requirement, and no residual will revert to
22 Defendant. (*Id.* at ¶ 6.) The Settlement represents a fair and reasonable recovery based on the
23 strength and realistic value of Plaintiff's claims, as set forth in the Declaration of Marta Manus.
24 (*Id.* at ¶¶ 23-33.)

25 ***C. Settlement Agreement and Accompanying Documents***

26 The Class Action and PAGA Settlement Agreement is attached to the Declaration of Marta
27 Manus as Exhibit 1 with the Class Notice is attached thereto as Exhibit A. The Settlement
28 proposes the following Class: All current and former non-exempt employees who worked for

Insight Psychology and Addiction, Inc. in California any time or times between April 18, 2019, through November 26, 2024, (the “Class Period”), and excluding any persons who opt-out of the class. (Manus Decl., Ex. 1, ¶ 1.5.)

There is a total of approximately 9,800 workweeks in the Settlement Period, resulting in a recovery of an estimated \$36.22 gross/\$18.85 net per workweek. Each Class Member **will receive an average Individual Settlement Award of approximately \$901, the lowest Individual Settlement Award of approximately \$18.85, and the highest Individual Settlement Award of approximately \$5,504.** Plaintiff’s expected Individual Settlement Award is approximately \$1,093.30. (Manus Decl., ¶ 6.)

Additional proposed disbursements are as follows:

Attorneys’ Fees	\$355,000 (1/3 of the Maximum 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
PAGA Penalties	\$10,000 (\$7,500 to LWDA; \$2,500 to Aggrieved Employees)

(Manus Decl., ¶ 7.)

In addition, the Settlement Agreement includes non-monetary relief. As a result of this settlement, Defendant has agreed to conduct a special review and update of Defendant’s wage and hour policies and practices to ensure legal compliance. (*Id.* at ¶ 8.)

The Parties have agreed on ILYM Group, Inc. as the Settlement Administrator and respectfully request that this Court appoint ILYM Group, Inc. to handle the notice and claims administration procedures, including posting the Judgment on its website. (*Id.* at ¶ 9.) Plaintiff requested bids from three respected settlement administrators. The bid of ILYM Group, Inc., was competitive with the other two companies. ILYM Group, Inc., has significant experience, security features, and liability insurance. (*Id.* at ¶ 12.); Exhibit 2 to the Manus Decl. [Declaration

of Lisa Mullins of ILYM Group, Inc.].) As such, the Parties respectfully request that this Court appoint the proposed Settlement Administrator to handle the notice and claims administration procedures, including posting the Judgment on its website. (*Id.* at ¶ 11.)

D. The Class Notice Provides Adequate Notice to the Class Members

To be deemed proper, a notice must provide the Class Members with sufficient information to make an informed decision as to whether to accept or object to the settlement. *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314. The notice must apprise the Class Members of the pendency of the action, reasonably convey information regarding the settlement and the Class Members’ rights, entitlements, and obligations, and afford Class Members the opportunity to present their objections. *Id.*

The proposed Class Notice provides all the information a reasonable person would need to make a fully informed decision about the settlement. It will notify all Class Members of the terms of the settlement, of its effect on their rights, of their options as Class Members (i.e., participate, object, opt-out, and dispute work weeks), and procedures for exercising those options. The Class Notice includes a Request for Exclusion form and Objection form. The Class Notice will be translated into Spanish. (Manus Decl., ¶ 39; see also Exhibit 1, Class Notice Ex. A thereto at pp. 12-14.)

The standard for determining the adequacy of notice is whether it has “a reasonable chance of reaching a substantial percentage of the class members.” *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 974. Here, the Notice will be sent via first-class mail to each of the approximately Class Members at their addresses from Defendant’s records. (Manus Decl., ¶ 40, Ex. 1, p. 16). If any Notice Packets are returned undeliverable without a forwarding address, the Administrator will use the national change of address database and perform a skip trace to locate the Class Member and mail a new Notice to the correct address. (*Id.*)

Plaintiff respectfully requests that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in the Settlement Agreement as the best and most practicable way to ensure the greatest possible number of Class Members will receive notice. (Manus Decl., ¶ 41.)

III. CONDITIONAL CERTIFICATION OF THE CLASS

The proposed Settlement seeks conditional certification of a Class. The certification of the Class is essential to the Settlement. California public policy favors the use of the class action device. (*Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 469.) California Code of Civil Procedure section 382 authorizes class suits in California when “the questions is one of the common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the courts, one or more may sue or defend for the benefit of all.” To obtain certification, a party must establish the existence of both an ascertainable class and a well-defined community of interest among class members. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal. 4th 429, 435.) The “community of interest” requirement depends on three factors: (1) whether common issues of law or fact predominate; (2) whether the Class Representative has claims that are typical of the class; and (3) whether the Class Representative will adequately represent the class. (*Richmond, supra*, 29 Cal.3d at p. 470.)

Because the policy of favoring use of class actions is so strong, any doubts as to the appropriateness of class treatment must be resolved in favor of certification, subject to later modification. (*Richmond, supra*, 29 Cal.3d at pp. 473-475.) Except in extraordinary circumstances, which are not present here, the trial court does not weigh the merits of the claims in ruling on a motion for class certification. (*Linder, supra*, 23 Cal.4th at p. 443.)

Courts should apply a lesser standard of scrutiny when reviewing certification of a class for settlement than when determining the propriety of class certification for litigation. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, n.19.) This reduced standard reflects the fact that a class settlement foregoes further litigation and thus does not require that Plaintiff prove that the class-wide prosecution of the case would be manageable at trial. (*Ibid.*)

A. The Proposed Class is Ascertainable and Numerous.

For a class to exist, the class description must be sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member of the proposed class by reference to objective criteria. (*Clothesrigger, Inc. V. GTE Corp.* (1987) 191 Cal.App.3d 605, 617.) Further, the class must contain enough members that joinder of all

1 individuals is impractical. (Code Civ. Proc. § 382; see, e.g., *Hebbard v. Colgrove* (1972) 28
2 Cal.App.3d 1017, 1030 [class of 28 members held sufficient number to maintain a class action].)

3 Here, the Class definition is sufficiently specific to enable potential Class Members and
4 the Court to identify the Class Members, all of whom have indeed been identified by
5 Defendant's employment and payroll records. There are approximately 205 Class Members,
6 which is sufficient to satisfy numerosity requirements. (Manus Decl., ¶ 15.)

7 ***B. Common Issues of Law or Fact Predominate***

8 In assessing whether common issues predominate over individual issues, it is not
9 necessary that the class members' claims or their circumstances be identical. Rather, the test of
10 predominance is whether the common issues would be "the principal issues in any individual
11 action, both in terms of time to be expended in their proof and of their importance, [so] that if a
12 class suit were not permitted, a multiplicity of legal actions dealing with identical basic issues
13 would be required in order to permit recovery by each [absent class member]." (*Vasquez v.*
14 *Superior Court* (1971) 4 Cal.3d 800, 810; see, e.g., *Los Angeles Fire & Police Protective League*
15 *v. City of Los Angeles* (1972) 23 Cal.App.3d 67, 74 [in an overtime action, the fact that there
16 were 19 different subgroups of employees did not preclude finding that common issues
17 predominated].)

18 Common questions of law and fact predominate here, as the main issues involve the
19 legality of Defendant's employment policies regarding Plaintiff's claims for failure to pay
20 minimum wages, failure to pay overtime wages, failure to provide legally complaint meal
21 periods and pay a premium in lieu thereof, failure to authorize and permit all paid rest periods or
22 pay a premium in lieu thereof, failure to fully reimburse work expenses, failure to provide
23 complaint wage statements, failure to timely pay wages at termination or during employment,
24 and alleged violations of California Business & Professions Code sections 17200, *et seq.* (Manus
25 Decl., ¶¶ 16-17.) Whether each Class Member might be required to ultimately justify an
26 individual claim does not preclude maintenance of a class action. (*Collins v. Rocha* (1972) 7
27 Cal.3d 232, 238.)

28 Plaintiff asserts that these are all policy questions that are uniform and can be proven by

1 common objective evidence. The evidence to support these claims on a class wide basis consists
2 of Defendant's policies, payroll records, time records and the forms of wage statements given to
3 Defendant's non-exempt employees. (*Id.*)

4 ***C. Plaintiff's Claims Are Typical of the Class Claims***

5 Typicality means that the class representative's claims are similar to those of the class
6 members. The interests of a class representative need not be identical to those of other class
7 members; a class representative must simply be similarly situated. (*B.W.I. Custom Kitchen v.*
8 *Owens-Illinois, Inc.* (1987) 191 Cal.App.3d 1341, 1347; *Classen v. Weller* (1983) 145
9 Cal.App.3d 27, 46.)

10 Here, the proposed Class Representative worked for Defendant as a non-exempt
11 employee under Defendant's uniform employment policies applicable to all non-exempt
12 employees during the Class Period, defined as from April 18, 2019, through November 26, 2024.
13 The Class Representative was subject to the same policies as other Class Members. (Manus
14 Decl., ¶ 18.) Accordingly, Plaintiff's claims are typical of those of other Class Members. (*Id.* at ¶
15 19.)

16 ***D. Adequacy of Representation***

17 The requirement that a plaintiff adequately represent the class is met by fulfilling two
18 conditions: (1) the named plaintiff must be represented by counsel qualified to conduct the
19 pending litigation; and (2) there are no disabling conflicts of interest between the class
20 representative and the class. (*McGhee v. Bank of America* (1976) 60 Cal. App. 3d 442, 450.)

21 Here, the firm representing the Class Representative has a great deal of experience in
22 wage and hour class action litigation and has been approved as Class Counsel in numerous other
23 wage and hour class actions. (See Manus Decl., ¶¶ 42-48.)

24 The Class Representative has agreed to act as such and understand her responsibilities.
25 (Declaration of Tracy Denise Davis, "Davis Decl.", ¶¶ 5-6, filed herewith.) The Class
26 Representative's interests are aligned with those of the Class Members, as she has suffered the
27 same injuries as the Class Members and has no conflicts of interest. (Manus Decl., ¶ 19.)
28

IV. PRELIMINARY APPROVAL OF SETTLEMENT

Any settlement of class litigation must be reviewed and approved by the court. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) When a class action is provisionally settled prior to class certification, certification and settlement approval occur simultaneously. (*Ibid.*)

This is done in two steps: (1) a preliminary review by the trial court; and (2) a final review after notice has been distributed to the class members for their comment or objections. (Cal. Rules of Court, rule 3.769.) First, a party to the settlement moves for “preliminary approval of the settlement.” (*Id.* at subd. (c).) The court then approves or denies “certification of a provisional settlement class.” (*Id.* at subd. (d).) If preliminary approval is granted, the court sets a final approval hearing and provides for notice to be given to the class. (*Id.* at subd. (e).)

At the final approval hearing, “the court must conduct an inquiry into the fairness of the proposed settlement.” (*Id.* at subd. (g).) The court enters judgment thereon if it finds the settlement agreement to be fair. (*Id.* at subd. (h).)

In determining whether to preliminarily approve a settlement, the court should consider “the strength of Plaintiff’s 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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” (*Ibid.*) The court must also take into consideration “the most important factor [which] is the strength of the case for the Plaintiff on the merits, balanced against the amount offered in settlement.” (*Kullar v. Footlocker Retail Inc.* (2008) 168 Cal.App.4th 116, 118)

The Settlement for each participating Class Member is fair, reasonable, and adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation. (Manus Decl., ¶ 20.) The Settlement represents a fair and reasonable value of all claims. (*Id.* at ¶¶ 25-36.) There is no claim form required so all Class Members will be paid unless they opt out, and there is no reversion to Defendant. (*Id.* at ¶ 20.) Finally, the only governmental involvement in this case is the existence of a PAGA claim, and Plaintiff has notified the LWDA of this Settlement.

1 (*Id.*)

2 ***A. The Presumption of Fairness***

3 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-
4 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
5 act intelligently; (3) counsel is experienced in similar litigation.” (*Dunk, supra*, 48 Cal.App.4th at
6 1801.) Courts presume the absence of fraud or collusion in the negotiation of a settlement unless
7 evidence to the contrary is offered. In other words, there is a presumption that the negotiations
8 were conducted in good faith. (*Id.* at 1802.)

9 Here, the Settlement was reached through arm’s-length negotiation with an experienced,
10 highly regarded neutral mediator, Jason Marsili, Esq. Before the parties agreed to mediation,
11 Plaintiff propounded two sets of Request for Production of Documents and two sets of Special
12 Interrogatories. Defendant responded to all discovery and provided documents in response. To
13 prepare for the mediation, Defendant provided extensive documentation of their policies and
14 practices and data related to the claims asserted in this case, including pay and time data for
15 approximately 110 Class Members. Plaintiff hired an expert, Berger Consulting Group –
16 Economic Data Analysts, to prepare damage calculations and an exposure analysis for the
17 mediation. The Parties agreed on the proposed Settlement subsequent to the mediation after
18 continued settlement discussions. (Manus Decl., ¶ 23.)

19 The Settlement here provides pro rata distribution to Class Members based upon the
20 number of workweeks. Accordingly, the agreement treats the Class Members equitably, and the
21 proposed distribution plan supports preliminary approval. (*Id.* at ¶ 22.)

22 The firm representing the Class has a great deal of experience in wage and hour class
23 action litigation and has been approved as class counsel in numerous other wage and hour class
24 actions. (Manus Decl., ¶¶ 42-48.) Based on that experience, the information produced by
25 Defendant, and the expert’s calculations, Counsel was able to negotiate a reasonable recovery for
26 the Class Members.

27 ***B. Reasonable Based on Objective Evidence***

28 The Settlement that has been reached, subject to this Court’s approval, is the product of

1 tremendous effort and a great deal of expense by the Parties and their Counsel. Class Counsel are
2 knowledgeable about and have done extensive research with respect to the applicable law and
3 potential defenses to the claims of the Class Members. Such investigation included the exchange
4 of information and documents under formal and informal discovery. Before the parties agreed to
5 mediation, Plaintiff propounded two sets of Request for Production of Documents and two sets
6 of Special Interrogatories. Defendant responded to all discovery and provided documents in
7 response. Among other things, Class Counsel reviewed all relevant policy documents and
8 obtained pay and time data for approximately 110 Class Members. (See Declaration of Jarrett
9 Gorlick of Berger Consulting Group, **Exhibit 8** hereto.) The Parties' investigation also included
10 preparing for and attending a full day of mediation with well-known mediator, Jason Marsili,
11 Esq. at which the matter did not settle. However, the Parties continued to engage in settlement
12 discussions and eventually reached a settlement. The Parties investigated relevant law as applied
13 to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of herself,
14 the Class, and the PAGA Members. (Manus Decl., ¶¶ 21, 23.)

15 Based on the documents and information provided by Defendant and their own
16 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the
17 Settlement with Defendant for the consideration and on the terms set forth in this Settlement is
18 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
19 known facts and circumstances, including the risk of significant delay and uncertainty associated
20 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.
21 (Manus Decl., ¶ 24.)

22 The Settlement Amount is, of course, a compromise figure. Plaintiff took into account the
23 risks that the Class would be certified, the risks related to proof of Plaintiff's claims, and the
24 strengths and weaknesses of Defendant's other defenses. Plaintiff also considered the possibility
25 that if a settlement were reached after additional years of litigation, the great expenses and
26 attorneys' fees of litigation would reduce the amount of funds available to class members for
27 settlement. Furthermore, Plaintiff took into consideration the time delay and financial
28 repercussions of liability trials, numerous damages trials, and the possibility of an appeal by

Defendant. (*Id.* at ¶ 25.)

For the Class claims, the Parties in this matter have agreed to the amount of \$355,000 exclusive of the employer’s portion of payroll taxes and fees, on a class-wide basis, with no claim form requirement and no residual to revert to the Defendant. (Manus Decl., ¶ 6.) This represents approximately 45% of the realistic exposure, which demonstrates that the settlement is fair and reasonable. (*Id.*)

Further, the Settlement has resulted in non-monetary relief in the form of policy changes that will benefit Class Members who are current employees and help prevent future Labor Code violations. (Manus Decl., ¶ 8.)

C. Limited Standing to Object to Proposed Settlement

Non-settling parties or third parties sometimes attempt to object to settlements, but the right of non-settling parties to object even at the final settlement approval hearing, let alone the preliminary approval hearing, is quite limited. As a general rule, only class members have standing to object to a proposed settlement. “Beginning from the unassailable premise that settlements are to be encouraged, it follows that to routinely allow non-Class Members to inject their concerns via objection at the settlement stage would tend to frustrate this goal.” (*Gould v. Alleco, Inc.* (4th Cir. 1989) 883 F.2d 281, 284.) Accordingly, any non-parties are not allowed to object to this proposed settlement.

V. THE PAGA PORTION IS FAIR AND REASONABLE

The settlement of a PAGA claim requires court approval. (Labor Code § 2699, subd. (l)(2) [“The superior court shall review and approve any settlement of any civil action pursuant to this part”].) However, a PAGA claim is not considered a class action but a law enforcement action, and, accordingly, the settlement thereof does not have to meet the requirements of a class action. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 980-988 [affirming lower court’s holding that “plaintiff need not satisfy class action requirements” to assert a PAGA claim]; *Gutilla v. Aerotek, Inc.* (E.D. Cal. Mar. 22, 2017) No. 115CV00191DADBAM, 2017 WL 2729864, at *3; *Pedroza v. PetSmart, Inc.* (C.D. Cal. Jan. 28, 2013) 2013 WL 1490667, at *15.) A court reviewing a PAGA settlement need only “ensur[e] that a negotiated resolution is fair to

1 those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

2 Here, the Parties apportion \$10,000 for resolution of Plaintiff’s PAGA claims. Of this
3 amount, 25%, or \$2,500, will be distributed to PAGA Members. There are approximately 105
4 PAGA Members. (Manus Decl., ¶ 18, Ex. 1, ¶ 1.34.)

5 The release is limited to those claims specifically made and investigated in connection
6 with this suit for the relevant PAGA period. The settlement amount of PAGA penalties here
7 provides a bigger allocation to the LWDA than those approved in other settlements. (See, e.g.,
8 *Viceral v. Mistras Grp. Inc.* (N.D. Cal. Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL
9 5907869, at *8 [approving an allocation of \$20,000 of a \$6,000,000 settlement to the PAGA civil
10 penalties]); *In re Uber FCRA Litig.* (N.D. Cal. June 29, 2017, No. 14-CV-05200) 2017 WL
11 2806698, at *2 [approving an allocation of \$7,500 of a \$7,500,000 settlement to the PAGA civil
12 penalties].)

13 The proposed PAGA settlement is both just and in the public’s interest. The Parties
14 believe and agree that the Settlement provides for a fair, adequate, and reasonable resolution of
15 the representative PAGA claim. The Parties also believe that the proposed settlement is to the
16 advantage of the state and the aggrieved employees when considering the time and expense
17 necessary to complete protracted litigation which, regardless of the verdict, would undoubtedly
18 be subject to further significant delay and expense pending possible appeals. (Manus Decl., ¶25.)
19 Moreover, the settlement provides a reasonable sum to the state. It also provides a small sum to
20 each employee on a pro-rata basis. Furthermore, public policy strongly favors the settlement of
21 litigation. (*Consumer Advoc. Grp., Inc. v. Kintetsu Enterprises of Am.* (2006) 141 Cal.App.4th
22 46, 63.)

23 The benefit provided by the proposed PAGA settlement is substantial and easily falls
24 within the range of reasonableness. The Settlement fulfills the purposes of the PAGA, and, by
25 any measure, is fair, adequate, and reasonable.

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VI. PROPOSED SCHEDULE AND REQUESTED RELIEF

The Parties propose the following schedule for the fairness hearing and final proceedings:

Event	Date
Preliminary Approval Hearing	October 16, 2025
Deadline for Defendant to deliver Class Data to the Administrator	November 5, 2025 (20 days after Court grants Preliminary Approval)
First mailing of Notice to Class	November 10, 2025 (3 business days after receipt of Class Data)
Administrator to mail Class Notice	November 25, 2025 (15 days after receiving Class Data from Defendant)
Deadline to postmark Objection, Request for Exclusion, and/or Pay Period Dispute	January 24, 2026 (60 days after mailing of Class Notice)
Deadline to Objection, Request for Exclusion, and/or Pay Period Dispute for remailed Class Notices	February 7, 2026 (additional 14 days)
Final Approval Hearing	March 12, 2026

The Parties respectfully request that the Court, as part of the preliminary approval process, do the following:

1. Conditionally certify, for settlement purposes only, a Class consisting of all current and former non-exempt employees who worked for Insight Psychology and Addiction, Inc. in California any time or times between April 18, 2019, through November 26, 2024, (the “Class Period”), and excluding any persons who opt-out of the class;
2. Confirm Emil Davtyan, David Yeremian, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc. as Class Counsel; and Tracy Denise Davis as Class Representative;
3. Order preliminary approval of the proposed Settlement on a class-wide basis,

1 order direct notice to be given to the Class, and set a hearing for final review of
2 the proposed settlement;

3 4. Approve ILYM Group, Inc., as Settlement Administrator to handle the notice and
4 claims procedures as set forth in its proposal; and

5 5. Approve the PAGA portion of the settlement.

6 **VII. CONCLUSION**

7 Based upon the foregoing, Plaintiff respectfully request that the Court grant this motion
8 for Preliminary Approval of Class Action and PAGA Settlement and enter the proposed Order.

9 Dated: August 27, 2025

D.LAW, INC.

10
11 By: 

12 Emil Davtyan, Esq.
13 David Yeremian, Esq.
14 Enoch J. Kim, Esq.
15 Marta Manus, Esq.
16 Attorneys for Plaintiff
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