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Attorneys for Plaintiff CAROLYNA GONZALEZ
on behalf of herself and others similarly situated

[Additional counsel listed on following page]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

CAROLYNA GONZALEZ, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

PEARL HEALTH, LP, a California limited
partnership; and DOES 1 to 10, inclusive,

Defendant.

Case No.: 37-2023-00019357-CU-OE-CTL

**Assigned to Hon. Gregory W. Pollack
Dept. C-71**

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

DATE: November 1, 2024

TIME: 9:30 a.m.

DEPT: C-71

Complaint filed May 8, 2023

FILED
Clerk of the Superior Court

NOV -1 2024

By: T. Abas

MAJARIAN LAW GROUP APC

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1 Upon consideration of the *Motion for Preliminary Approval of Class Action and PAGA*
2 *Settlement* (the “Motion”) filed by Plaintiff Carolyna Gonzalez (“Plaintiff”) in the above-
3 captioned case seeking preliminary Court approval of the parties’ settlement of this action (the
4 “Settlement”) on the terms set forth in the CLASS ACTION PAGA AND PAGA
5 SETTLEMENT (“Settlement Agreement”) and the declarations filed in support thereof, and
6 having reviewed and considered the terms and conditions of the proposed Settlement as set forth
7 in the Settlement Agreement, a copy of which has been submitted with the Motion and the terms
8 of which are incorporated in this Order; and no opposition to the Motion having been submitted;
9 and the Court having jurisdiction to consider the Motion and the relief requested therein, and
10 venue being proper before the Court; and due and proper notice of the Motion having been
11 provided; and upon the hearing on the Motion and after due deliberation, and good and sufficient
12 cause appearing therefor;

13 **IT IS HERBY ORDERED:**

14 1. Capitalized terms used in this Order that are not otherwise identified herein have the
15 meaning assigned to them in the Settlement Agreement.

16 2. The terms of the Settlement Agreement are hereby preliminarily approved, subject
17 to further consideration at the Fairness Hearing provided for below. The Court concludes that the
18 Settlement is sufficiently within the range of reasonableness to warrant preliminary approval,
19 certification of the Settlement Class, the scheduling of the Fairness Hearing, and the mailing of
20 notices to Class Members, each as provided for in this Order.

21 **I. Conditional Certification of the Settlement Class**

22 3. As a recital, the Court notes that the Class defined in the proposed Settlement
23 Agreement is defined as:

24 all persons employed by Pearl Health as non-exempt, hourly workers in
25 California from May 8, 2019 through October 3, 2024 (the “Class Period”);

26 4. The Court conditionally finds that, for the purposes of approving this settlement
27 only, the proposed Class meets the requirements for certification under section 382 of the
28 California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that

1 joinder of all members of the Class is impracticable; (b) common questions of law and fact
2 predominate, and there is a well-defined community of interest amongst the members of the Class
3 with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of
4 the members of the Class; (d) the Class Representative will fairly and adequately protect the
5 interests of the members of the Class; (e) a class action is superior to other available methods for
6 the efficient adjudication of the controversy; and (f) Class counsel is qualified to act as counsel for
7 the Plaintiff in their individual capacities and as the representatives of the Class.

8 5. The Court provisionally appoints Bradley/Grombacher LLP and Majarian Law
9 Group APC s as counsel for the Class ("Class Counsel") for settlement purposes only.

10 6. The Court provisionally appoints Carolyn Gonzalez as the representative of the
11 Class ("Class Representative") for settlement purposes only.

12 **II. Preliminary Approval of Settlement**

13 7. The Court hereby preliminarily grants approval of the terms and conditions
14 contained in the Settlement Agreement. The Court finds that the terms of the Settlement appear to
15 be within the range of possible approval.

16 8. The Court makes the following preliminary findings and observations: (1) the
17 settlement amount appears at this stage to be fair and reasonable to the Class Members when
18 balanced against the risks of further litigation relating to class certification, summary judgment and
19 trial on liability and damages issues, and potential; (2) it also appears that sufficient discovery and
20 investigation have been conducted, such that counsel for the Parties at this time are able to
21 reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial
22 costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4)
23 the proposed Settlement is the culmination of serious and non-collusive negotiations between the
24 Parties. Accordingly, the Court finds that the Settlement appears to have been entered into in good
25 faith.

26 9. The Court appoints ILYM Group, Inc., as the Settlement Administrator.

27 10. The Court approves the Settlement Class Notice, attached as **Exhibit A** to the
28 Settlement Agreement attached as **Exhibit 1** to this Order. The Court further finds that the Class

1 Notice appears to fully and accurately inform the Class Members of all material elements of the
2 proposed Settlement, of the Class Members' right and opportunity to be excluded from the
3 Settlement, of the Class Members' right and opportunity to challenge Defendant's records of
4 workweeks worked; and of the Class Members' right and opportunity to object to the Settlement.

5 **III. Form and Timing of Notice**

6 11. No later than fifteen (15) days of entry of the Court's Order Granting Preliminary
7 Approval, Defendant shall provide the class list to the Settlement Administrator.

8 12. No later than fourteen (14) days after the Settlement Administrator receives the
9 Class List from Defendant, the Settlement Administrator shall mail the Settlement Notice,
10 substantially in the form of Exhibit A attached to the Settlement Agreement and this Order, to be
11 mailed by first-class mail postage pre-paid and emailed, to the extent email addresses are
12 available, to all Class Members through the notice procedure described in the Settlement
13 Agreement.

14 13. No later than the deadline set forth below for Plaintiff to file the motion for final
15 approval of class action settlement, Class Counsel shall serve and file a sworn statement from the
16 Settlement Administrator attesting to compliance with the service of the Settlement Notice, as set
17 forth above. The cost of giving notice to the Class Members shall be paid as set forth in the
18 Settlement Agreement.

19 14. The Court finds that the notice to be provided is the best means of providing notice
20 to the Class Members, is practicable under the circumstances and, when completed, shall constitute
21 due and sufficient notice of the Settlement and the Fairness Hearing to all persons affected by
22 and/or entitled to participate in the Settlement or the Fairness Hearing, in full compliance with the
23 requirements of due process and the California Rules of Court.

24 **IV. Ability of Class Members to Opt Out of the Settlement Class, Object to the** 25 **Settlement and/or Dispute their Individual Payment**

26 15. Pursuant to paragraph 1.42 of the Settlement Agreement, Class Members shall have
27 sixty (60) days from the date the notice is mailed to submit any requests for exclusions in
28 accordance with the procedures set forth in the Notice. No later than the deadline for Plaintiffs to

1 file the motion for final approval of class action settlement set forth below, Class Counsel shall file
2 a statement setting forth the names of any Class Members who elected to exclude themselves from
3 the Settlement.

4 16. Any Class Member who submits a completed, signed and timely written Opt Out
5 shall not be a member of the Settlement Class, shall be barred from participating in this Settlement,
6 and shall receive no benefit from this Settlement, except that any Class Member who is in the
7 PAGA Group will still receive his or her PAGA Payment Share.

8 17. Any Class Members who do not properly and timely exclude themselves from the
9 Settlement shall be included in the Class and, if the Settlement is approved and becomes effective,
10 shall be bound by all the terms and provisions of the Settlement Agreement, including but not
11 limited to the Release of Claims described therein, whether or not such person shall have objected
12 to the Settlement and whether or not such person participates in the settlement fund.

13 18. Pursuant to paragraph 1.42 of the Settlement Agreement, Class Members shall have
14 sixty (60) days from the date the notice is mailed to submit any objections to the Settlement in
15 accordance with the procedures set forth in the Notice. The Settlement Administrator shall email
16 any objections to Counsel for the Parties promptly upon receipt, and Class Counsel shall include all
17 Objections received, and Plaintiff's response(s) thereto, with Plaintiff's motion for final approval
18 of the Settlement.

19 19. Pursuant to paragraph 8.6 of the Settlement Agreement, Class Members shall have
20 sixty (60) days from the date the Class Notice is mailed to dispute their employment dates or the
21 number of Workweeks, and/or PAGA Employees dispute their employment dates or the number of
22 PAGA Pay Periods.

23 20. The Court orders that any written objection to the Settlement, request for exclusion
24 from the Settlement Class, or disputed claim amount must be submitted in writing in accordance
25 with the procedures set forth in the Class Notice.

26 21. The Court further orders that this is without prejudice to the Class Member's
27 written application to be relieved of a failure to follow the procedures that the Settlement
28 Agreement provides for good cause shown. The Court further orders that it also is without

1 prejudice to a Settlement Class Member's Objection being heard at the Final Approval Hearing as
2 the Court may permit, as long as the Settlement Class Member has not opted out of the Settlement.

3 **V. Fairness Hearing**

4 22. A hearing (the "Fairness Hearing") shall take place before this Court, on the date
5 and time set forth below, to determine:

- 6 a. Whether the Court should permanently certify the Settlement Class;
7 b. Whether the Settlement, on the terms and conditions provided for in the
8 Settlement Agreement, should be finally approved by the Court as fair,
9 reasonable and adequate;
10 c. Whether judgment should be entered based on the Settlement Agreement;
11 and
12 d. Such other matters as the Court may deem necessary or appropriate. The
13 Court may finally approve the Settlement at or after the Fairness Hearing
14 with any modifications agreed to by the Parties and without further notice to
15 the Class Members.

16 23. The Court orders that any Class Member who has not requested to be excluded
17 from the Settlement, and any other interested person, may appear at the Fairness Hearing in person
18 or by counsel and be heard, provided they notify the Court of their intent to do so at least three
19 days in advance of the hearing. The Court further orders that any such notices filed with the Court
20 must also be served on Class Counsel and Defendant's Counsel either by hand delivery or by first-
21 class mail.

22 24. Any responses to any written objections to the Settlement and any other matter in
23 support of the Settlement shall be filed with the Court with Plaintiff's motion for final approval of
24 the Settlement.

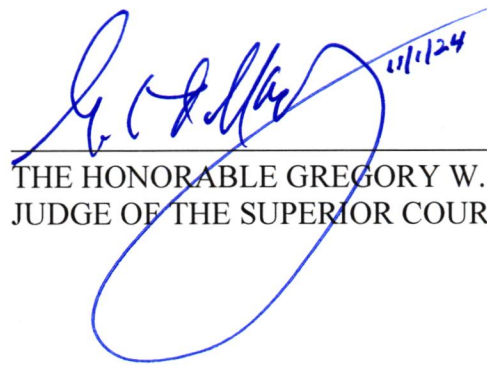
25 25. The Court may adjourn the Fairness Hearing, including the consideration of the
26 application for the payment of a service awards to the Class Representative and for attorneys' fees
27 and expenses, without further notice of any kind other than an announcement of such adjournment
28 in open court at the Fairness Hearing or any adjournment thereof.

26. The Court HEREBY GRANTS preliminary approval of the class action settlement as set forth above and sets the following schedule:

Deadline for Defendant to provide class data to Settlement Administrator	14 business days after entry of Preliminary Approval
Deadline for Settlement Administrator to mail Notice of Settlement	14 calendar days after provision of class list to Settlement Administrator
Last day for Class Members to dispute claim amounts, submit any requests for exclusions or objections	60 calendar days from date notice is mailed
Last day for settlement Administrator to provide update to class counsel regarding requests for exclusion, disputed amounts and objections	7 calendar days after the expiration of the deadline for submitting Requests for Exclusion
Deadline for Plaintiff to file motion for final approval of class action settlement, attorneys' fees, costs and service award	<i>Per Code</i>
Final Fairness Hearing and hearing on Plaintiff's motion for fees, costs and service awards	<i>3/28/25 @ 9:30 a.m.</i>

IT IS SO ORDERED.

Dated: _____

11/1/24


THE HONORABLE GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On October 10, 2024, I served the foregoing documents described as

- 1) **NOTICE OF MOTION AND MOTION FOR APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**
- 2) **DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF MOTION FOR APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**
- 3) **DECLARATION OF LISA MULLINS ON BEHALF OF ILYM GROUP;**
- 4) **DECLARATION OF PLAINTIFF CAROLYNA GONZALEZ IN SUPPORT**
- 5) **[PROPOSED] ORDER**

on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

☐ **(VIA US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid.
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day

☒ **(BY ELECTRONIC MAIL)** On the above date, I served the aforementioned document(s) by electronic mail to the parties' email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com. I did not receive, under a reasonable period of time, any indication that the email did not go through.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed October 10, 2024, at Westlake Village, California.



Suzette Boucher

Carolyna Gonzalez v. Pearl Health, LP
San Diego County Superior Court
Case No. 37-2023-00019357-CU-OE-CTL

Service List

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