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on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARISSA BROWN, an individual on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

JAZZ PHARMACEUTICALS, INC., a
Delaware corporation; and DOES 1 to 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 23CV422390

Assigned for all purposes to:
Hon. Theodore C. Zayner

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

Hearing Information:
Date: November 19, 2023
Time: 1:30 p.m.
Dept.: 19

Action filed: September 13, 2023
FAC filed: November 17, 2023
Trial date: None Set.

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1 **ORDER**

2 Plaintiff Marissa Brown (“Plaintiff”), on behalf of herself and other similarly situated
3 employees of Defendant Jazz Pharmaceuticals, Inc. (“Defendant”) (collectively, “the Parties”),
4 filed an unopposed Motion for Preliminary Approval of the Parties’ Joint Stipulation of Class
5 and PAGA Representative Action Settlement (“Settlement Agreement”). The Motion was set for
6 hearing on November 19, 2025, at 1:30 p.m. in Department 19 of the Santa Clara Superior Court
7 located at 161 North First Street, San Jose, CA 95113. The Court, having considered the
8 Settlement Agreement and the proposed Notice of Settlement (“Class Notice”) which is attached
9 as Exhibit 1 to the Settlement Agreement and as Exhibit 1 to this Order, the submissions of
10 counsel, and all other papers filed in this litigation, hereby ORDERS as follows:

11 1. Plaintiff’s Motion for Preliminary Approval of the Parties’ Settlement Agreement,
12 which is attached as Exhibit 1 to the Declaration of Enoch J. Kim, is GRANTED;

13 2. This Order incorporates by reference the definitions in the Settlement
14 Agreement, and all terms defined therein will have the same meaning as in this Order;

15 3. The Court conditionally certifies a Settlement Class or Class Members consisting
16 of all current and former California non-exempt employees of Defendant during the Class
17 Settlement Period, which is the time period from September 13, 2019, through November 3,
18 2024, subject to the escalator/truncator clause and subject to section 3.3.2 of the Settlement
19 Agreement. (Kim Decl., Exhibit 1, Settlement Agreement ¶ 1.34, 1.4).

20 4. The class action settlement contemplated by the Settlement Agreement is
21 preliminarily approved based upon the terms set forth in the Settlement Agreement. The
22 Settlement appears to be fair, adequate, and reasonable for the Class and in the best interests of
23 the absent class members and falls within the range of reasonableness that could ultimately be
24 granted final approval by the Court.

25 5. The Court preliminarily finds, for settlement purposes only, that the Class meets
26 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because,
27 in the absence of class certification and settlement, each individual Settlement Class Member
28 (“Class Member”) would have to litigate core common issues of law and fact, all relating to

1 Defendant's alleged wage-and-hour violations asserted in the action; (iii) the typicality
2 requirement because Plaintiff and Class Members' claims all arise from the same alleged events
3 and course of conduct, and are based on the same legal theories; and (iv) the adequacy of
4 representation requirement because Plaintiff has the same interests as all members of the Class,
5 and they are represented by experienced and competent counsel. The Court further finds,
6 preliminarily and for settlement purposes only, that common issues predominate over individual
7 issues in this litigation and that class treatment is superior to the other means of resolving this
8 dispute.

9 6. The preliminary approval of the class action settlement includes the approval for
10 purposes of the Settlement of David Yeremian of David Yeremian & Associates, Inc., Emil
11 Davtyan, Roman Shkodnik, and Amanda Fazio of D.Law, Inc. as Class Counsel, Plaintiff
12 Marissa Brown as Class Representative, and Apex Class Action, LLC ("Apex") as the
13 Settlement Administrator. Class Counsel is authorized to act on behalf of the Class Members
14 with respect to all acts or consents required by or which may be given pursuant to the Settlement
15 Agreement and such other acts reasonably necessary to consummate the Settlement. The
16 Settlement Administrator is authorized to perform such acts as set forth in this Order and the
17 Settlement Agreement.

18 7. The Court grants approval of the PAGA settlement pursuant to the terms and
19 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
20 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
21 § 2699(1)(2).

22 8. The Class Notice advises the Class of the material terms and provisions of the
23 Settlement, the procedure for approval thereof, and their rights with respect thereto, and is
24 approved as to form and content. The Court approves the procedures set forth in the Settlement
25 Agreement for Class Members to participate in, opt out of, and object to the Settlement as set
26 forth in the Class Notice.

27 9. The Class Notice will be sent in a notice packet by first-class mail to the Class
28 Members in accordance with the schedule set forth in the Settlement Agreement. The dates

1 selected for the mailing and distribution of the Class Notice, and the other dates as set forth in
2 the Settlement Agreement, meet the requirements of due process and provide the best notice
3 practicable under the circumstances, and will constitute due and sufficient notice to all persons
4 entitled thereto.

5 10. Each Class Member who wishes to be excluded from the Class portion of the
6 Settlement must submit a written request to be excluded from the Class portion of the
7 Settlement by the deadline set forth in the Class Notice. Any Class Member who does not
8 submit a timely request to be excluded from the Class portion of the Settlement consistent with
9 the terms of the Settlement Agreement (“Participating Class Member”) shall be bound by the
10 terms of the Settlement Agreement.

11 11. Only Participating Class Members may object to the Class portion of the
12 Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the
13 awards of attorneys’ fees and costs to Class Counsel, Settlement Administration Costs, and/or
14 Enhancement Award. Participating Class Members may mail written objections to the
15 Settlement Administrator, by the deadline set forth in the Class Notice. Participating Class
16 Members may also appear in Court to present verbal objections at the Final Approval Hearing.

17 12. A Final Approval Hearing on the question of whether the proposed Settlement,
18 awards of attorneys’ fees and costs to Class Counsel for attorneys’ fees and reasonable expenses
19 incurred in connection with this Action, Enhancement Award to Plaintiff for their service in this
20 Action, and Settlement Administration Costs should be approved as fair, reasonable, and
21 adequate as to the Class and whether the Settlement should be given final approval is scheduled
22 on: _____, 2026 at _____.m. Plaintiff shall file a motion for final approval of
23 the Settlement no later than 16 court days prior to the Final Approval Hearing.

24 13. The Settlement Agreement will not be construed as an admission or evidence of
25 either liability or the appropriateness of class certification in the non-settlement context, as more
26 specifically set forth in the Settlement Agreement. Entry of this Order is without prejudice to the
27 rights of Defendant to oppose certification of a class in this action should the proposed
28 Settlement not be granted final approval. If, for any reason, the Court does not grant final

1 approval of the Settlement, all evidence and proceedings held in connection therewith shall be
2 without prejudice to the status quo ante rights of the parties to the litigation as more specifically
3 set forth in the Settlement Agreement.

4 14. All further proceedings in this action are stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 15. The Court finds that all required notifications and submissions to the California
7 Labor and Workforce Development Agency (“LWDA”) about the Settlement Agreement and
8 Motion have been made by Plaintiff in the time and manner specified under PAGA.

9 **IT IS SO ORDERED.**

10 Dated: _____, 2025

Hon. Theodore C. Zayner
Judge of the Superior Court