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on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

SANDRA GERARDO, an individual, on
behalf of herself and others similarly
situated,

Plaintiffs,

v.

CONCERT HEALTH, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2024-00015422-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:
Hon. Evan P. Kirvin
Dept.: C-69

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

Date: November 14, 2025
Time: 9:00 A.M.
Dept.: C-69

Original Complaint Filed: March 29, 2024
First Amended Complaint Filed: June 7, 2024
Trial Date: None Set

1 **RECITALS**

2 Plaintiff Sandra Gerardo (“Plaintiff”), on behalf of herself and the Putative Class, and
3 Defendant Concert Health, Inc. (“Defendant”) (Plaintiff and Defendant together referred to as the
4 “Parties”) entered into a class action and PAGA settlement, the terms and conditions of which are
5 set forth in the parties’ Class Action and PAGA Settlement Agreement, which is attached as Exhibit
6 1 to the Declaration of Enoch J. Kim, filed concurrently with the Motion for Preliminary Approval
7 (hereafter collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in
8 this Order, all capitalized terms shall have the same meaning as set forth in the Settlement
9 Agreement.

10 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
11 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
12 for hearing in Department C-69 of this Court on November 14, 2025.

13 This Court, having fully considered Plaintiff’s Motion, the Memorandum in support, the
14 Declarations in support, the Settlement Agreement, and the proposed form of Class Notice, finds
15 that: (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing
16 should be held after notice to the Class (defined below) of the proposed settlement to determine if
17 the Settlement Agreement and settlement are fair, reasonable, and adequate, such that a Final Order
18 and Judgment should be entered in this action based upon the Settlement Agreement, and (2) the
19 PAGA Settlement is fair and adequate and should be approved.

20 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

21 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
22 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

23 1. The Court finds that certification of the following class, for settlement purposes only,
24 is appropriate:

25 “all persons who worked for Defendant as non-exempt employees in the State of
26 California at any time during the Class Period,” which is the period from March 29,
27 2020, through June 11, 2025.

28 2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
2 range of possible approval at the final approval hearing.

3 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
4 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
5 the absence of class certification and settlement, each individual Class Member would have to
6 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
7 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
8 Members' claims all arise from the same alleged events and course of conduct, and are based on the
9 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
10 same interests as all members of the Class, and they are represented by experienced and competent
11 counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that common
13 issues predominate over individual issues in this litigation and that class treatment is superior to the
14 other means of resolving this dispute. Employing the class device here will not only achieve
15 economies of scale for Class Members with individual claims, but also conserve the resources of
16 the judicial system and preserve public confidence in the integrity of the system by avoiding the
17 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
18 adjudications of similar issues and claims.

19 5. For settlement purposes only, the Court finds that Plaintiff is an adequate class
20 representative and appoints him as such. The Court further finds that Emil Davtyan, David
21 Yeremian, David Keledjian, Enoch J. Kim, Kevin Burns, and Norayr Zakaryan of D.Law, Inc.,
22 have adequately represented Plaintiff and the Class in this litigation, and the Court appoints them as
23 Class Counsel.

24 6. The Court appoints Apex Class Action Administration ("Apex") to perform the
25 duties of a Settlement Administrator for the purpose of issuing the Class Notice and administering
26 the Settlement.

27 7. The Court recognizes that certification under this Order is for *settlement purposes*
28 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part

1 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
2 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
3 should the proposed Settlement Agreement not be granted final approval.

4 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

5 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
6 the Settlement Agreement. The Court finds, on a preliminary basis, that the settlement amount, as
7 described in the Settlement Agreement appears to be within the range of reasonableness of a
8 settlement that could ultimately be given final approval by this Court. It appears to the Court on a
9 preliminary basis that:

10 a. The settlement amount is fair and reasonable to all Class Members when
11 balanced against the probable outcome of further litigation relating to liability and damages issues;

12 b. Extensive and costly investigation and research have been conducted such
13 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

14 c. Settlement at this time will avoid additional substantial costs, such as those
15 that have already been incurred by both parties, as well as avoid the delay and risks that would be
16 presented by the further prosecution of this litigation; and

17 d. The proposed settlement has been reached as the result of intensive, serious,
18 and non-collusive arm's-length negotiations.

19 9. The Court further approves the following representative group of employees as
20 governed by the Settlement Agreement with respect to the PAGA claim:

21 "all persons who worked for Defendant as non-exempt employees in the State of
22 California at any time during the PAGA Period," which is the period from March 29,
23 2023, through June 11, 2025.

24 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
25 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
26 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
27 § 2699(l)(2).

28 11. Because a PAGA action is not a class action, Class Members may not opt out of, or

1 object to, the PAGA Settlement.

2 12. If the Court does not grant final approval of the Settlement Agreement, approval of
3 the PAGA Settlement will be vacated.

4 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

5 **AND TIMELINE FOR SENDING CLASS NOTICE**

6 13. This Court finds that the Class Notice fairly and adequately advises the potential
7 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
8 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
9 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
10 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
11 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
12 Class Member at their last known address comports with all constitutional requirements, including
13 those of due process under the United States and California constitutions, and meets the
14 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
15 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

16 14. The Settlement Administrator shall, as soon as practicable, but no later than
17 _____, cause the Class Notice to be mailed by first class mail to all
18 known members of the Class certified by this Court in this action to the most recent address in
19 Defendant's business records for each known member of the Class. The mailing of the Class Notices
20 directed in this Order constitutes the best notice practicable under the circumstances and sufficient
21 notice to all members of the Class.

22 15. The costs of settlement administration, including the cost of printing and mailing the
23 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
24 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
25 Settlement Agreement.

26 16. Each member of the Class who wishes to be excluded from the Class must submit a
27 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
28 Member who does not submit a timely request to be excluded from the Settlement consistent with

1 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

2 **OBJECTIONS TO SETTLEMENT**

3 17. Any member of the Class who has not timely elected to be excluded from the Class,
4 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
5 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
6 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
7 for each objection. The Settlement Administrator will promptly transmit any objections it receives
8 to Class Counsel and Defendant's counsel.

9 18. All written objections must be signed by the Class Member and include the
10 information specified in the Class Notice.

11 19. A Class Member may appear either in person or through personal counsel at the Final
12 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
13 the Class Member's expense.

14 20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies
15 of any and all objections or written requests for exclusion that come into their possession.

16 **FINAL APPROVAL FAIRNESS HEARING**

17 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
18 the Settlement Agreement on _____, at ____ a.m./p.m. in Department C-69 of this
19 Court ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed
20 settlement of this action is fair, reasonable and adequate and should be finally approved. The Court
21 will also consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs
22 and class representative service payments to Plaintiffs should be granted and, if so, in what amounts.

23 22. Class Counsel shall file Plaintiff's memorandum in support of the final approval of
24 the Settlement Agreement and their request for approval of the attorneys' fees, litigation costs, and
25 service payments no later than 16 court days prior to the Final Hearing. After the Final Hearing, the
26 Court may enter a Final Order and Final Judgment in accordance with the Settlement Agreement
27 that will adjudicate the rights of all Class Members.

28 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts

1 necessary to fully pay Defendant's share of payroll taxes.

2 24. All discovery and other pretrial proceedings in this action are stayed and suspended
3 until further order of this Court, except such actions as may be necessary to implement the
4 Settlement Agreement and this Order.

5 25. If, for any reason, the Court does not grant final approval of the Settlement, all
6 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
7 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

8 **IT IS SO ORDERED.**

9
10 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT