

**JCL LAW FIRM, APC**  
Jean-Claude Lapuyade (State Bar #248676)  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
Perssia Razma (State Bar #351398)  
[prazma@jcl-lawfirm.com](mailto:prazma@jcl-lawfirm.com)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292

**ZAKAY LAW GROUP, APLC**  
Shani O. Zakay (State Bar #277924)  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
Eden Zakay (State Bar #339536)  
[eden@zakaylaw.com](mailto:eden@zakaylaw.com)  
Jaclyn Joyce (State Bar #285124)  
[jaclyn@zakaylaw.com](mailto:jaclyn@zakaylaw.com)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047

Attorneys for PLAINTIFFS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

MARINA GONZALEZ and KATHERINE  
HALLUM, individuals, on behalf of  
themselves, and on behalf of all persons  
similarly situated,

Plaintiffs,

v.

ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, SPEECH  
PATHOLOGY, INC., a California corporation;  
ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, INC., a California  
corporation; EMPOWERME WELLNESS,  
LLC, a Missouri limited liability company; and  
DOES 1-50, Inclusive,

Defendants.

Case No. 23CV033481

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

Date: June 24, 2025

Time: 10:00 a.m.

Reservation ID: A-33481-001

Judge: Hon. Michael Markman

Dept.: 23

1 This matter having come before the Honorable Judge Michael Markman of the Superior Court  
2 of the State of California, in and for the County of Alameda, at 10:00 a.m. on June 24, 2025, with Jean-  
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group,  
4 APLC counsel for plaintiffs MARINA GONZALEZ and KATHERINE HALLUM (“Plaintiffs”), and  
5 Derek Sachs, Esq. and Elaine McCormick, Esq. of O’Hagan Meyer LLP appearing for defendants  
6 Orthopaedic and Neurological Rehabilitation, Speech Pathology, Inc., Orthopaedic and Neurological  
7 Rehabilitation, Inc., and Defendant Empowerme Wellness, LLC (collectively “Defendants”). The  
8 Court, having carefully considered the brief, argument of counsel and all the matters presented to the  
9 Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of  
10 Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA  
13 Action Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to  
14 the Declaration of Jean-Claude Lapuyade as Exhibit “1”. This is based on the Court’s determination  
15 that the Agreement is within the range of possible final approval, pursuant to the provisions of Section  
16 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
18 defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that  
20 Defendants shall pay is One Million, Eight Hundred Eighty-Five Thousand Dollars and Zero Cents  
21 (\$1,885,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms  
22 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome  
23 of further litigation relating to certification, liability, and damages issues. It further appears that  
24 investigation and research have been conducted such that counsel for the Parties are able to reasonably  
25 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid  
26 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented  
27 by the further prosecution of the litigation. It further appears that the Settlement has been reached as  
28 the result of intensive, serious, and non-collusive arms-length negotiations.

1           4.       The Court preliminarily finds that the Settlement appears to be within the range of  
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
5 reasonable when balanced against the probable outcome of further litigation relating to certification,  
6 liability, and damages issues.

7           5.       Plaintiffs seek a Class Counsel Award comprised of up-to one-third of the Gross  
8 Settlement Amount, currently estimated at Six Hundred Twenty-Eight Thousand, Three Hundred  
9 Thirty-Three Dollars and Thirty-Three Cents (\$628,333.33) and award of attorneys' expenses not to  
10 exceed Forty Thousand Dollars and Zero Cents (\$40,000), and proposed Service Award to the Class  
11 Representatives, Marina Gonzalez and Katherine Hallum, in an amount not to exceed Ten Thousand  
12 Dollars and Zero Cents (\$10,000.00) each. While these awards appear to be within the range of  
13 reasonableness, the Court will not approve the Class Counsel Award or Service Award until the Final  
14 Approval Hearing.

15          6.       The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification  
16 of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any  
17 other proceeding should this Settlement not become final. For settlement purposes only, the Court  
18 conditionally certifies the following Class:

19                "All current and former non-exempt employees who worked for Defendant  
20                ONRSP and/or ONR and/or Defendant EmpowerMe in California at any  
21                time during the period from May 17, 2019, through the earlier of February  
22                1, 2025, or the date in which the total workweeks worked by the class  
23                members reaches 174,000."

24          7.       The Court concludes that, for settlement purposes only, the Class meets the requirements  
25 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
26 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
27 common questions of law and fact predominate, and there is a well-defined community of interest  
28 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

1 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will  
2 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other  
3 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified  
4 to act as counsel for the Class Representatives in their individual capacity and as the representatives of  
5 the Class Members.

6 8. The Court provisionally appoints plaintiff Marina Gonzalez and plaintiff Katherine  
7 Hallum as the representatives of the Class.

8 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,  
9 A.P.C. and Shani Zakay, Esq., of the Zakay Law Group, APLC as Class Counsel for the Class  
10 Members.

11 10. The Court hereby approves, as to form and content, the proposed Notice of Pendency of  
12 Class Action Settlement and Final Hearing Date (“Class Notice”) attached to the Agreement as **Exhibit**  
13 **“A”**. The Court finds that the notice appears to fully and accurately inform the Class Members and  
14 Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class  
15 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class  
16 Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution  
17 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the  
18 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute  
19 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by  
20 first class mail, pursuant to the terms set forth in the Agreement.

21 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. No later  
22 than ten (10) business days after entry of this order, Defendants shall provide, to the Settlement  
23 Administrator the Class Data, including information regarding Class Members that Defendants will in  
24 good faith compile from its records, including each Class Member’s full name; last known address;  
25 Social Security Number; start dates and end dates of employment. No later than twenty-one (21)  
26 calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail the  
27 Class Notice to all identified, potential Class Members via first class regular U.S. Mail using the most  
28 current mailing address information available.

1           12.     The Court hereby preliminarily approves the proposed procedure for exclusion from the  
2 Settlement. Any Class Member may individually choose to opt out of and be excluded from the  
3 Settlement as provided in the Notice by following the instructions for requesting exclusion from the  
4 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be  
5 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date  
6 the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more than  
7 fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt  
8 out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment  
9 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or  
10 comment thereon. Class Members who have not requested exclusion shall be bound by all  
11 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out  
12 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of  
13 individuals is not permitted and will be deemed invalid.

14           13.     Any Class Member who has not opted out may appear at the final approval hearing and  
15 may object or express the Class Member's views regarding the Settlement and may present evidence  
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined  
17 by the Court as provided in the Notice. Class Members will have forty-five (45) days from the date the  
18 Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement  
19 Administrator.

20           14.     A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Class  
21 Counsel Award and Service Award shall be held before this Court on \_\_\_\_\_at  
22 \_\_\_\_\_AM/PM in Department 23 of the Alameda County Superior Court to determine all necessary  
23 matters concerning the Settlement, including: whether the proposed settlement of the Action on the  
24 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be  
25 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;  
26 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and  
27 reasonable to the Class; and to finally approve the Class Counsel Award, Service Award, and the  
28 Settlement Administration Costs. Plaintiffs shall use best efforts to file all papers in support of the

1 Motion for Final Approval and the Motion for Class Counsel Award and Service Award with the Court  
2 and served on all counsel within twenty-eight (28) days following the expiration of the Response  
3 Deadline.

4 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
5 shall be construed as a concession or admission by Defendants in any way, and shall not be used as  
6 evidence of, or used against Defendants as, an admission or indication in any way, including with  
7 respect to any claim of any liability, wrongdoing, fault or omission by Defendants or with respect to  
8 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,  
9 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the  
10 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted  
11 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,  
12 including, but not limited to, evidence of a presumption, concession, indication or admission by  
13 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

14 16. In the event the Settlement does not become effective in accordance with the terms of the  
15 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become  
16 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties  
17 shall revert to their respective positions as of before entering into the Agreement. In such an event, the  
18 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used  
19 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
20 the Agreement with respect to the effect of the Agreement if it is not approved.

21 17. Pending final determination of whether the Settlement should be approved, Class  
22 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
23 intervening in, instigating or in any way participating in the commencement or prosecution of any  
24 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
25 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a  
26 timely request for exclusion pursuant to the Agreement.

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18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: \_\_\_\_\_

JUDGE OF THE SUPERIOR COURT