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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

TANYA MARSHALL and MARIA
ANDRADE, individually, and on behalf of
other members of the general public similarly
situated,

Plaintiff,

v.

WATTS HEALTHCARE CORPORATION, a
California Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 19STCV27737

Related Case No. 20STCV08186

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

Date: February 26, 2025

Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept.: 1

1 This matter having come before the Honorable Stuart M. Rice of the Superior Court of the State
2 of California, in and for the County of Los Angeles, at 10:30 a.m. on February 26, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, and Joanna Ghosh, Esq. of Lawyers *for* Justice, P.C. as counsel for plaintiffs TANYA
5 MARSHALL and MARIA ANDRADE (“Plaintiffs”), and Cassidy Veal, Esq. and Alecia Winfield, Esq.
6 of Littler Mendelson, P.C. appearing for Defendant Watts Healthcare Corporation (hereinafter
7 “Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary
9 Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

18 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant shall
19 pay is Two Million Dollars and Zero Cents (\$2,000,000.00). It appears to the Court on a preliminary
20 basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members
21 when balanced against the probable outcome of further litigation relating to certification, liability, and
22 damages issues. It further appears that investigation and research have been conducted such that counsel
23 for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court
24 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the
25 delay and risks that would be presented by the further prosecution of the litigation. It further appears
26 that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length
27 negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

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

6 5. Plaintiffs seek Attorneys' Fees and Litigation Costs in the amount of up to Seven
7 Hundred Thirty Thousand Dollars and Zero Cents (\$730,000.00), comprised of attorneys' fees equal to
8 35% of the Gross Settlement Amount estimated to be Seven Hundred Thousand Dollars and Zero Cents
9 (\$700,000.00) and up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for actually incurred
10 litigation expenses, and proposed Class Representative Payments to the Class Representatives, Tanya
11 Marshall and Maria Andrade, in an amount not to exceed Ten Thousand Dollars and Zero Cents
12 (\$10,000.00) each.. While the Attorneys' Fees and Litigation Costs appear to be within the range of
13 reasonableness, the Court will not approve the Attorneys' Fees and Litigation Costs until the Final
14 Approval Hearing. Further, the Court will not approve the Class Representative Payments until the
15 Final Approval Hearing.

16 6. Subject to the Court approving the Class Representative Payments in an amount not to
17 exceed \$10,000.00 to each Plaintiff, Attorneys' Fees and Litigation Costs in the amount of up to
18 \$730,000.00, the PAGA Payment in the amount of \$200,000.00, and the Administration Expenses
19 Payment not to exceed \$14,9900.00, the Net Settlement Amount of approximately to \$1,035,010.00
20 will be distributed to each Participating Class Member as Individual Class Payments.

21 7. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
22 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
23 proceeding should this Settlement not become final. For settlement purposes only, the Court
24 conditionally certifies the following Class:

25 "All current and former hourly-paid or nonexempt employees of Defendant in
26 California employed during the period beginning August 8, 2015 through
27 October 27, 2024."

28 8. The Court concludes that, for settlement purposes only, the Class meets the requirements

for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacity and as the representative of the Class Members.

9. The Court provisionally appoints plaintiffs Tanya Watts and Maria Andrade as the representatives of the Class.

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

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

12. The Court hereby appoints Apex Class Action, LLC as Administrator. Within sixty (60) days of the later of preliminary approval or court approval of Settlement notice to the class, Defendant shall provide to the Administrator the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including the Class Member’s full name, last-known mailing address, Social Security number, telephone number, and number of Class Period

1 Workweeks and PAGA Pay Periods. Within three (14) calendar days after receiving the Class Data from
2 Defendant, the Administrator shall mail the Class Notice to all identified, potential Class Members via
3 first class U.S. Mail using the most current mailing address information available.

4 13. The Court hereby preliminarily approves the proposed procedure for exclusion from the
5 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
6 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
7 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
8 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
9 date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more
10 than fourteen (14) calendar days from the date of re-mailing of the Notices. Any such person who
11 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
12 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,
13 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
14 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
15 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals
16 is not permitted and will be deemed invalid.

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

22 15. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement
23 and Plaintiff's Motion for Attorneys' Fees, Litigation Costs, and Class Representative Service Payment
24 shall be held before this Court on _____, at _____ in Department 1 of the Los Angeles
25 County Superior Court to determine all necessary matters concerning the Settlement, including: whether
26 the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair,
27 adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final
28 Approval should be entered herein; whether the plan of allocation contained in the Agreement should

1 be approved as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees
2 and Litigation Costs, Class Representative Payments, and the Administration Expenses Payment. All
3 papers in support of the motion for final approval and the motion for Attorneys' Fees and Litigation
4 Costs and Class Representative Payments shall be filed with the Court and served on all counsel no later
5 than sixteen (16) court days before the hearing.

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

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

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

19. 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