

1 MILLS SADAT DOWLAT LLP
Camron Dowlatsahi (SBN 308618)
2 Arash Sadat (SBN 279282)
Mir Raza (SBN 358311)
3 333 South Hope Street, 40th Floor
Los Angeles, CA 90071
4 Tel.: (213) 628-3856
Email: camron@msdlawyers.com
5 Email: arash@msdlawyers.com
Email: mir@msdlawyers.com
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7 Attorneys for Plaintiff
Samantha LaFrance and the Putative Class

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA BARBARA**

11
12 SAMANTHA LAFRANCE, individually, and
on behalf of other members of the general
13 public similarly situated,

14 Plaintiff,

15 v.

16 BLUE CLOUD PEDIATRIC SURGERY
CENTER, LLC, a Delaware limited liability
17 company; BLUE CLOUD INVESTMENT
HOLDINGS LLC, a Delaware limited
18 liability company; and DOES 1 through 10,
inclusive,

19 Defendants.
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Case No. 24CV05452
Assigned to: Hon. James F. Rigali

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

Date: June 30, 2026
Time: 8:30 a.m.
Dept: SM 2

Complaint Filed: September 26, 2024
Trial Date: None Set

1 Plaintiff Samantha LaFrance's ("Plaintiff") Motion for Preliminary Approval of Class
2 Action Settlement and Representative Action Settlement ("Motion") came on for hearing on June
3 30, 2026. Based on the moving papers and the documents filed in support, it is hereby ORDERED
4 that Plaintiff's Motion is GRANTED. The Court makes the following orders:

5 1. The Court finds on a preliminary basis that the Settlement Agreement appears to be
6 fair, adequate and reasonable and therefore meets the requirements for preliminary approval. The
7 Court grants preliminary approval of the settlement and the settlement class based upon the terms
8 set forth in the Settlement Agreement between Plaintiff and Defendant Blue Cloud Pediatric
9 Surgery Center, LLC and Defendant Blue Cloud Investment Holdings LLC (collectively,
10 "Defendants," and together with Plaintiff, the "Parties"), attached to the Declaration of Camron
11 Dowlatshahi in Support of Plaintiff's Motion for Preliminary Approval of Class and
12 Representative Action Settlement as Exhibit 1.

13 2. The settlement falls within the range of reasonableness of a settlement which could
14 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
15 only to any objections that may be raised at the Final Approval Hearing and final approval by this
16 Court. The Court notes that Defendants have agreed to create a common fund of \$945,000.00 to
17 cover (a) settlement payments to class members who do not validly opt out; (b) a \$75,000.00
18 allocation to claims under the Private Attorneys General Act ("PAGA"), seventy-five percent
19 (75%) of which (\$56,250.00) being paid to the California Labor & Workforce Development
20 Agency ("LWDA") and twenty-five percent (25%) of which (\$18,750.00) being paid to the
21 Aggrieved Employees; (c) a Class Representative Service Payment of \$5,000.00 to Plaintiff;
22 (d) Class Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount
23 (\$315,000.00), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class
24 Counsel; and (e) Settlement Administration costs of up to \$6,850.00.

25 3. The Court preliminarily finds that the terms of the settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure section 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
28 reasonable to the class members when balanced against the probable outcome of further litigation

1 relating to class certification, liability and damages issues, and potential appeals; (2) significant
2 informal discovery, investigation, research, and litigation have been conducted such that counsel
3 for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement
4 at this time will avoid substantial costs, delay, and risks that would be presented by the further
5 prosecution of the litigation; and (4) the proposed settlement has been reached as the result of
6 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-
7 respected mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was
8 entered into in good faith.

9 4. A final fairness hearing on the question of whether the proposed settlement,
10 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement of
11 claims for penalties under the PAGA, and the class representative enhancement awards should be
12 finally approved as fair, reasonable and adequate as to the members of the class is hereby set in
13 accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies, for settlement purposes only, the following class
15 (the "Class"): all individuals who were employed by Defendant and/or the Released Parties in
16 California and classified as a non-exempt, hourly W-2 employee at any time from September 26,
17 2020 through September 30, 2025.

18 6. "Class Period" means the period from September 26, 2020 through September 30,
19 2025.

20 7. "PAGA Period" means the period from September 23, 2023 through September 30,
21 2025.

22 8. The Court finds, for settlement purposes only, that the Class meets the requirements
23 for certification under California Code of Civil Procedure section 382 in that: (1) the Class
24 Members are so numerous that joinder is impractical; (2) there are questions of law and fact that
25 are common, or of general interest, to all Class Members, which predominate over individual
26 issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class
27 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
28 action is superior to other available methods for the fair and efficient adjudication of the

1 controversy.

2 9. The Court appoints Plaintiff as Class Representative for settlement purposes only.
3 The Court further preliminarily approves Plaintiff's ability to request an enhancement award of
4 \$5,000.00.

5 10. The Court appoints, for settlement purposes only, Camron Dowlatshahi, Arash
6 Sadat, and Mir Raza and the law firm of Mills Sadat Dowlat LLP as Class Counsel.

7 11. The Court preliminarily approves Class Counsel's ability to request attorneys' fees
8 ("Class Counsel Fees Payment") of up to one-third (1/3) of the Gross Settlement Amount
9 (currently estimated to be \$315,000.00) and costs not to exceed \$20,000.00 ("Class Counsel
10 Litigation Expenses Payment").

11 12. The Court appoints ILYM Group, Inc. as the Settlement Administrator with
12 reasonable administration costs estimated not to exceed \$6,850.00.

13 13. The Court approves the proposed *cy pres* beneficiary, Legal Aid at Work.

14 14. The Court approves, as to form and content, the Class Notice, attached to the
15 Settlement Agreement as Exhibit A, which is attached hereto as **Exhibit 1** and incorporated by
16 reference. The Court finds on a preliminary basis that the plan for distribution of the Notice to
17 Settlement Class Members satisfies due process, provides the best notice practicable under the
18 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

19 15. The Parties are ordered to carry out the settlement according to the terms of the
20 Settlement Agreement.

21 16. The procedures and schedule for claims administration, including any objections
22 and requests for exclusion, shall follow the procedures and schedule set forth in the Settlement
23 Agreement and Class Notice.

24 17. Any Class Member who does not timely and validly request exclusion from the
25 settlement may object to the Settlement Agreement.

26 18. The Court orders the following Implementation Schedule:

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<u>Event</u>	<u>Deadline</u>	<u>Date</u>
Preliminary Approval of Settlement by the Court	Set by Court	June 30, 2026
Defendants to provide Class Data to the Settlement Administrator	Not later than 15 days after Defendants' counsel receives notice that the Court has granted Preliminary Approval of the Settlement	July 15, 2026
Settlement Administrator to mail the Class Notice	No later than 14 days after receiving Class Data	July 29, 2026
Class Members' Response Deadline for Written Objections and Requests for Exclusion	No later than 60 days after the Administrator mails the Class Notice (the "Response Deadline") (plus an additional 14 days for Class Members whose Class Notice is re-mailed)	September 28, 2026 (October 12, 2026 for re-mailed notices)
Administrator to provide all Counsel with a list of all valid and invalid Requests for Exclusion	No later than 7 days after the expiration of the Response Deadline	October 5, 2026

Deadline for Administrator to provide all Counsel with Declaration	No later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval	September 28, 2026
Plaintiff's Deadline to file Motion for Final Approval of the Settlement	Unless otherwise ordered by the Court, not later than 16 court days before the scheduled Final Approval Hearing	October 5, 2026
Final Approval Hearing	Set by Court	October 27, 2026

19. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

Dated:

Hon. James F. Rigali
Santa Barbara County Superior Court Judge