

09/23/2025

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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Attorneys for Plaintiff and the Proposed Class Members

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIANA BASALDUA, DAVID BURNELL,
ALFREDO DE LA CRUZ, and HALIE JHUN
on their own behalf and on behalf of all others
similarly situated,

Plaintiffs,

v.

NSC MANAGEMENT COMPANY, INC.;
NORTHRIDGE ADVANCED SURGERY
CENTER, A PROFESSIONAL
CORPORATION; NORTHRIDGE PAIN
MANAGEMENT SPECIALISTS MEDICAL
CORPORATION; ARACELI RASOOL;
PARHAM AMINI; CAROLYN MORREALE;
CHRISTOPHER STEIN; and DOES 6 through
25 inclusive,

Defendants.

CASE NO.: 23STCV16236

[Assigned to Hon. David S. Cunningham, Dept.
11]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 7, 2025

Time: 10:00 a.m.

Dept: 11

Judge: Hon. David S. Cunningham

Complaint Filed: July 12, 2023

1 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
2 before this Court on August 7, 2025, in Department 11, the Honorable David S. Cunningham
3 presiding. The Court having considered the papers submitted in support of the application of the
4 parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class
6 based upon the terms set forth in the Settlement Agreement and Release of Class Action (the
7 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Krikor Kouyoumdjian in
8 support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. All terms used
9 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set
10 forth in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the
11 Court preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 12 a. A non-reversionary Gross Settlement Amount of **\$425,000.00**;
- 13 b. The Class Representative Incentive Award to the named Plaintiffs of
14 **\$3,000.00** to each;
- 15 c. Court approved attorneys' fees to Class Counsel of up to **\$141,652.50**,
16 representing one-third of the Gross Settlement Amount;
- 17 d. Court approved litigation costs to Class Counsel of up to **\$18,000.00**;
- 18 e. Fees and Costs of the Settlement Administrator of up to **\$5,500.00**; and
- 19 f. A PAGA allocation of \$10,000.00, with **\$7,500.00** (i.e., 75%) payable to the
20 California Labor & Workforce Development Agency for its portion of the
21 PAGA penalties.

22 2. This Court has considered the papers in support of the Motion and the Settlement
23 Agreement and finds that the, pursuant to C.R.C. Rule 3.769(d), proposed Class should be certified
24 for settlement purposes only. Specifically, the Court finds for settlement purposes only that the
25 proposed Class: (a) is ascertainable; (b) is sufficiently numerous; (c) meets the commonality
26 requirements; (d) the claims of the Class Representatives are typical of the claims of the proposed
27 Class Members; (e) Class Representatives' counsel has and is able to adequately represent the
28 proposed Class; (f) the Class Representatives are adequate to represent the Class; and (g) class-

1 wide treatment of this dispute is superior to individual litigation because common issues
2 predominate over individual issues for settlement purposes.

3 3. The Settlement falls within the range of reasonableness and appears to be
4 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
5 and final approval by this Court.

6 4. A final fairness hearing on the question of whether the proposed Settlement,
7 attorneys' fees and costs to Class Counsel, and the Class Representative's Incentive Award should
8 be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled
9 on the date and time set forth in the implementation schedule in Paragraph 13 below.

10 5. This Court approves, as to form and content, the Notice of Proposed Class Action
11 Settlement ("Class Notice"), in substantially the form attached to the herein as **Exhibit 1**. The
12 Court approves the procedure for Class Members to participate in, to opt out of, and to object to,
13 the Settlement as set forth in the Settlement Agreement.

14 6. The Court directs the mailing of the Class Notice by first class mail to the Class
15 Members in accordance with the Implementation Schedule set forth below. The Court finds the
16 dates selected for the mailing and distribution of the Notice, as set forth in the Implementation
17 Schedule, meet the requirements of due process and provide the best notice practicable under the
18 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

19 7. It is ordered that the Settlement Class is preliminarily certified for settlement
20 purposes only.

21 8. The Court preliminary certifies for settlement purposes only the Settlement
22 Subclasses defined as follows:

- 23 a. "NSC Class:" *any person who worked for NSC Defendants in California, from*
24 *July 12, 2019, to the date of Preliminary Approval, as a non-exempt employee*
25 *who did not sign an arbitration agreement.*
- 26 b. "NSC Arbitration Class:" *any person who worked for NSC Defendants in*
27 *California, from July 12, 2019, to the date of Preliminary Approval, as a non-*
28 *exempt employee who did sign an arbitration agreement.*

c. “Northridge Class:” *any person who worked for Northridge Defendants in California, from July 12, 2019, to the date of Preliminary Approval, as a non-exempt employee.*

d. (collectively the “Class” or the “Class Members”).

9. The “Class Period” is defined as the period of time from July 12, 2019, through the date of preliminary approval. The “PAGA Period” is defined as the period of time from July 21, 2022, through the date of preliminary approval.

10. Upon final approval of the settlement, the Class Members who do not seek to be excluded from the settlement release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including any and all claims involving any alleged: (1) failure to provide meal and rest periods and the associated premiums; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) wage statement violations; (5) reimbursement of business related expenses; and (5) failure to pay wages due at separation. The Release Period shall be the Class Period.

11. Upon final approval of the settlement, all Participating and Non Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including any and all claims involving any alleged: (1) failure to provide meal and rest periods and the associated premiums; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) wage statement violations; (5) reimbursement of business related expenses; and (5) failure to pay wages due at separation.

12. The Court confirms Plaintiff Eliana Basaldua, David Burnell, Alfredo De La Cruz,

and Halie Jhun, as Class Representatives, and L. David Russell Esq. of Russell Law, PC and Krikor Kouyoumdjian Esq. and Jonathan Haderlein Esq. of Haderlein and Kouyoumdjian LLP as Class Counsel.

13. The Court appoints ILYM Group, Inc. as the Settlement Administrator.

14. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

15. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after the Preliminary Approval Date]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[60 days after mailing of the Class Notice, with an additional 14 days for Class members whose notice was re-mailed]
d.	Deadline for Class Members to submit any Objections to Settlement	[60 days after mailing of the Class Notice, with an additional 14 days for Class members whose notice was re-mailed]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[30 Court days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after September December 2025)	April 21, 2026 10:00 am _____, 2025 at _____ a.m./p.m.

1 16. If any of the dates in this Implementation Schedule falls on a weekend, bank or
2 court holiday, the time to act shall be extended to the next business day.

3 17. The Court shall retain jurisdiction over the Action for all purposes pursuant to
4 California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms
5 of the Settlement.

6 **IT IS SO ORDERED.**

7
8 Dated: 09/23/2025



9 _____
10 Hon. David S. Cunningham
11 Judge of the Superior Court, Los Angeles County

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES,

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 700 S. Flower St, Suite 1000, Los Angeles, CA 90017.

On March 21, 2025, I served the foregoing document(s) described as:

- **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- **DECLARATION OF KRIKOR KOUYOUMDJIAN**
- **[PROPOSED] ORDER**
- **DECLARATION OF ELIANA BASALDUA**
- **DECLARATION OF ALFREDO DE LA CRUZ**
- **DECLARATION OF DAVID BURNELL**
- **DECLARATION OF HAILE JHUN**

On the interested parties in this action as follows:

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[X] BY ELECTRONIC SERVICE VIA CASE ANYWHERE - a true and correct copy was electronically served by CaseAnywhere.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Krikor Kouyoumdjian

Krikor Kouyoumdjian