

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that on May 26, 2023, the Honorable David S. Cunningham III
3 signed an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement in the
4 above-entitled matter. A true and correct copy of said Order is attached hereto.
5

6 DATED: May 30, 2023

KOKOZIAN LAW FIRM, APC

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8 By: 

Bruce Kokozyan, Esq.
Alex DiBona, Esq.
Attorneys for Plaintiffs
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 7 similarly situated

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14 Attorneys for Plaintiffs
 15 Tanisha Lopez, individually and on behalf of all others
 similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 17 **FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**
 18

19 ISIAH BEAN, an Individual, and TANISHA
 20 LOPEZ, an Individual, on behalf of
 themselves and all others similarly situated
 21 and as aggrieved employees and Private
 Attorney Generals

23 Plaintiffs,

24 v.

25 RESTORIX HEALTH, INC., a Nevada
 26 Corporation; and DOES 1 through 100,
 27 Inclusive

28 Defendants.

FILED
 Superior Court of California
 County of Los Angeles

05/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

CASE NO.: 21STCV33067 (lead case)
 Consolidated with 21STCV38844 (related
 case)

[Assigned for all purposes to Hon. David S.
 Cunningham III, Dept. 11]

CLASS ACTION

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

Date: May 22, 2023
Time: 09:00 AM
Dept: SSC 11

Complaint Filed: September 08, 2021
Trial Date: None yet

On May 22, 2023 Class Representatives Isiah Bean and Tanisha Lopez on behalf of themselves and all others similarly situated and as aggrieved employees and Private Attorney Generals, per stipulation and proposed order requested to file a Consolidated Second Amended Class Action complaint against Defendant Restorix Health, Inc. (hereinafter referred to as “Defendant”) pursuant to the California Labor Code (“Labor Code”) and California Business & Professions Code (“B&PC”) §17200 as set forth in the class action case entitled *Isiah Bean and Tanisha Lopez v. Restorix Health, Inc.* - Los Angeles Superior Court Case No. lead case 21STCV33067 consolidated with 21STCV38844 (“Action”). Plaintiff’s operative consolidated second amended complaint asserts claims against Defendant for 1. Failure To Pay Overtime Wages; 2. Failure To Pay Minimum Wages; 3. Failure To Provide Meal Periods; 4. Failure To Provide Paid Rest Periods; 5. Failure To Timely Furnish Accurate Itemized Wage Statements; 6.Failure To Timely Pay Final Wages Upon Termination; 7. Unfair Business Practices; 8. Failure To Reimburse Necessary Business Expenses; 9. Failure To Pay Reporting Time Wages; 10. Failure To Timely Pay All Wages During Employment; and 11. Penalties Pursuant To Labor Code §2698 et seq.

Defendant denies Plaintiff’s allegations in their entirety and denies liability on all claims. On or about December 6, 2022 the Parties reached a settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement (the “Settlement”/“Stipulation”/ “Settlement Agreement”) and thereafter on April 2023 agreed on an Amendment to Joint Stipulation of Class Action Settlement (hereinafter collectively the “Settlement”/“Stipulation”/ “Settlement Agreement”)

NOW THEREFORE, having read and considered the Stipulation and Exhibits thereto, IT

1 IS HEREBY ORDERED:

2 1. This Order hereby incorporates by reference the definitions of the Stipulation as
3 though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
4 the Stipulation.

5 2. The Court conditionally certifies and approves, for settlement purposes only,
6 Settlement Class as defined as follows: all individuals who worked for Defendant as a non-
7 exempt, hourly paid employee at any time in the State of California during the period from
8 September 8, 2017 through the date of Preliminary Approval (“Settlement Class”).

9 3. Bruce Kokozian, Esq. of Kokozian Law Firm, APC and Jonathan Genish, Esq. of
10 Blackstone Law, APC shall represent the Settlement Class in this Action (“Class Counsel”). Any
11 Member of the Settlement Class may enter an appearance in the Action, at their own expense,
12 either individually or through counsel of their own choice. However, if they do not enter an
13 appearance, they will be represented by Class Counsel.

14 4. The Class Representatives shall be Isiah Bean and Tanisha Lopez.

15 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
16 conditions, and all release language set forth in the Joint Stipulation of Class Action Settlement
17 and the Amendment to Joint Stipulation of Class Action Settlement in support of preliminary
18 approval. The Court finds that the Settlement (including the Class Representatives Service
19 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the
20 Administration Expenses Payment, and the allocation of payments to Class Members) appears to
21 be within the range of reasonableness necessary for preliminary approval by the Court. It appears
22 to the Court that the Settlement terms are fair, adequate, and reasonable as to all potential Class
23 Members when balanced against the probable outcome of further litigation, given the risks relating
24 to liability and damages. It further appears that extensive and costly investigation and research has
25 been conducted such that counsel for the Parties at this time are reasonably able to evaluate their
26 respective positions. It further appears to the Court that the Settlement at this time will avoid
27 substantial additional costs by all parties, as well as the delay and risks that would be presented by
28 the further prosecution of the Action. It appears that the Settlement has been reached as a result of

1 intensive, arms-length negotiations utilizing an experienced third-party neutral.

2 6. The Court confirms ILYM Group, Inc. as the Administrator and preliminarily
3 approves that settlement administration costs shall be paid by Defendants, but the amount of
4 payment shall be deducted from the Gross Settlement Amount (as that term is defined in the
5 Settlement). Any amount awarded for costs of administration to ILYM Group, Inc. less than the
6 amount requested, will result in the non-awarded amount to be awarded to Participating Class
7 Members on a proportionate basis to the amount of their Individual Class Payments. The cost of
8 administration includes all tasks required of the Administrator by this Agreement, including the
9 issuance of the Class Notice. At least sixteen (16) court days prior to the Final Approval Hearing,
10 the Administrator shall provide the Court, and all counsel for the Parties, with a statement
11 detailing the costs of administration and the claims administration statistics. ILYM Group, Inc. is
12 directed to perform all other responsibilities set forth for the Administrator as set forth in the
13 Settlement.

14 7. A Final Approval Hearing (the “Hearing”) shall be held on the date as indicated in
15 the Implementation Schedule below before the Honorable David S. Cunningham III in Department
16 11 of the Los Angeles County Superior Court, Spring Street Courthouse located at 312 N. Spring
17 Street, Los Angeles, California 90012. The purpose of such Hearing will be to: (a) determine
18 whether the proposed Stipulation should be approved by the Court as fair, reasonable and
19 adequate; (b) determine the reasonableness of Class Counsel’s request for attorney’s fees and
20 costs; (c) the reasonableness of the Class Representatives Service Payments requested for the
21 Class Representatives; and (d) Order entry of Judgment in the Action, which shall constitute a
22 complete release and bar with respect to the Released Class Claims and Released PAGA Claims as
23 described in the Settlement.

24 8. The Court hereby approves, as to form and content, the Class Notice which is
25 attached as Exhibit “A” to the Amendment to Joint Stipulation of Class Action Settlement which
26 is attached as Exhibit “2” to Alex Dibona’s supplemental declaration in support of preliminary
27 approval of class action settlement. The Court finds that the mailing and distribution of the Class
28 Notice in the manner set forth in Paragraph 9 of this Order meets the requirements of due process

1 and are the best notice practicable under the circumstances and shall constitute due and sufficient
2 notice to all persons entitled thereto.

3 9. The Court directs the mailing of the Court approved Class Notice via first class
4 mail to the Class Members in accordance with the schedule and procedures set forth in the
5 Settlement. The Court finds that the dates and procedure selected for the mailing of the Notice
6 meet the requirements of due process, provide the best notice practicable under the circumstances,
7 and constitute due and sufficient notice to all persons entitled to notice.

8 A. Defendant is ordered to provide to the Administrator the Class Data as defined in
9 the Stipulation per the schedule required in the Stipulation and;

10 B. The Administrator shall mail the Class Notice per the deadline required in the
11 Stipulation after receipt of the Class Data from Defendant. Prior to mailing, the Administrator will
12 perform a search based on the National Change of Address Database information to update and
13 correct for any known or identifiable address changes. If a new address is obtained by way of a
14 returned Notice Packet, then the Settlement Administrator shall promptly forward the original
15 Notice Packet to the updated address via first-class regular U.S. mail indicating on the original
16 Notice Packet the date of such re-mailing.

17 10. Class Members may request exclusion from the Settlement Class by submitting a
18 timely written request to be excluded from the Class as set forth in the Stipulation. In order to be
19 valid, the Request for Exclusion letter must be timely faxed, emailed, or postmarked no later than
20 the date indicated in the Implementation Schedule below. Any Class Member who submits a valid
21 and timely Request for Exclusion will not be entitled to any recovery under the Settlement and
22 will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class
23 Members who fail to submit valid and timely requests for exclusion shall be Participating Class
24 Members and shall be bound by all terms of the Settlement and any Final Judgment. Participating
25 Class Members and Non-Participating Class Members, however, cannot opt out of the PAGA
26 portion of the Settlement, will receive an Individual PAGA Payment if eligible, and will be bound
27 and subject to the Released PAGA Claims.

28 11. Class Members who do not submit a valid Request for Exclusion may object to the

Settlement and appear at the Final Approval Hearing to show cause why the proposed Settlement should not be approved and to present any opposition to the application of Class Counsel for the Class Counsel Fees Payment and/or Class counsel Litigation Expenses Payment. The objection letter must be faxed, emailed, or postmarked no later than the date indicated in the Implementation Schedule below, and must be served on the Administrator as follows:

To Administrator:

ILYM Group, Inc.

Plaintiffs and/or Defendant may file responses to any objections to the Settlement no later than five (5) court days prior to the date of the Final Approval Hearing.

12. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement. The Gross Settlement Amount is equal to and shall not exceed two hundred forty nine thousand Dollars (\$249,000.00) which is inclusive of the payment of Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payment, and Administrator Expenses. The Court preliminarily approves the above distribution of the Gross Settlement Amount, all subject to the Court's final approval of the Settlement. Defendant shall be required to pay only the Gross Settlement Amount of two hundred forty nine thousand Dollars (\$249,000.00) and Defendant shall also pay the employer-side share of payroll taxes (which will be paid by Defendant separate and in addition to the Gross Settlement Amount).

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

a.	Deadline for Defendant to submit Class Data to Administrator	Within 21 calendar days of preliminary approval order per Settlement Agreement.
b.	Deadline for Administrator to Mail the Notice Packets (Class Notice) to Class Members	June 26, 2023 [within 14 calendar days of receipt of the Class Data from Defendant]

c.	Deadline for Class Members to postmark Requests for Exclusion (Opt-Outs)	August 10, 2023 [45 calendar days (first business day) after mailing of the Notice Packet to Class Members] (plus an additional 14 days for Class Members whose Class Notice is re-mailed)
d.	Deadline for the fax, email, or postmark of any Objections to the Settlement, or Challenges to Calculation of Pay Periods	August 10, 2023 [45 calendar days (first business day) after mailing of the Notice Packet to Class Members] (plus an additional 14 days for Class Members whose Class Notice is re-mailed)
e.	Deadline for Class Counsel to File Motion for Final Approval of Settlement Including the requested attorneys' fees and costs including any expenses associated with the Settlement	Per Code
f.	Final Approval Hearing and Final Approval	September 25, 2023 at 10:00 a.m.

14. The Court reserves the right to adjourn the date of the Hearing without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Stipulation of Settlement.

15. Pending final determination as to whether the Settlement contained in the Stipulation should be approved, the Class Representatives, whether directly, representatively, or in any other capacity, whether or not such persons have appeared in the Action, shall not institute or prosecute any claims against Defendant, its directors, officers, employees, agents, and anyone acting in concert with it, or any parent, related or affiliated, predecessor or subsidiary corporation, which have been or could have been asserted in the Action based upon the acts and transactions alleged therein, including any claims related to or arising out of the allegations in the Action.

16. All further proceedings in this Action shall be stayed except such proceedings

1 necessary to review, approve, and implement this Settlement.

2 17. In the event: (i) the Court does not finally approve the Settlement as contemplated
3 by the Settlement; (ii) the Court does not enter a Final Approval Order as contemplated by the
4 Settlement, which becomes final as a result of the occurrence of the Effective Date (as that term is
5 defined by in the Settlement); or (iii) the Settlement does not become final for any other reason,
6 the Settlement shall be null and void and any order or judgment entered by this Court in
7 furtherance of the Settlement shall be deemed as void from the beginning. In such a case, the
8 Parties and any funds to be awarded under this Settlement shall be returned to their respective
9 statuses as of the date and time immediately prior to the execution of the Settlement, and the
10 Parties shall proceed in all respects as if the Settlement had not been executed. However, in such
11 instances, the Parties will cooperatively and expeditiously work together to modify the
12 Agreement or otherwise satisfy the Court's concerns.

13 18. Neither the Settlement, preliminarily approved or not approved, nor any exhibit,
14 document or instrument delivered hereunder, nor any statement, transaction or proceeding in
15 connection with the negotiation, execution or implementation of this Settlement, shall be
16 admissible in evidence for any purpose except as provided in the Settlement.

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18 IT IS SO ORDERED.

19 05/26/2023
20 Dated: _____



The Honorable David S. Cunningham III
Judge of the Superior Court

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PROOF OF SERVICE

Bean v. Restorix Health, Inc.

LASC Case No. 21STCV33067

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.


On May 23, 2023, I served true copies of **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

[X] CASE ANYWHERE: A true and correct copy was electronically served on counsel of record by transmission to CASE ANYWHERE pursuant to Court Order Authorizing Electronic Service (Case Anywhere).

SEE ATTACHED SERVICE LIST

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

Executed on May 23, 2023 in Los Angeles, California



Glenn Dwiggins

SERVICE LIST

Blackstone Law, APC

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