

FILEDSuperior Court of California
County of Los Angeles

06/18/2025

David W. Strydom, Executive Officer / Clerk of Court

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*Attorneys for Plaintiffs***SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
AND FARAH DOULKIDAH, individually, and
on behalf of other members of the general public
similarly situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
liability company; NEURORESTORATIVE, an
unknown business entity;
NEURORESTORATIVE CALIFORNIA, an
unknown business entity; THE MENTOR
NETWORK, an unknown business entity;
MENTOR MANAGEMENT INC., an unknown
business entity; SEVITA, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. 23STCV10707

*Assigned for all purposes to:
Hon. Laura A. Seigle, Dept. 17*

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

PRELIMINARY APPROVAL HEARING

Date: June 17, 2025

Time: 9:00 a.m.

Dept: 17

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
3 ("Motion"), the Declarations of John G. Yslas, Vartan Madoyan, Gina Martin, Ian G. Robertson;
4 Plaintiffs Hassan, Doulkidah and Correa; and the Second Amended Class Action and PAGA
5 Settlement Agreement and Class Notice ("Settlement Agreement"), and good cause appearing,
6 the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiffs and Defendant CareMeridian,
11 LLC dba Sevita ("Sevita"), attached to the Supplemental Declaration of John G. Yslas in
12 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit**
13 **2.**

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$3,000,000.00 to cover (a) settlement payments to Class Members who do not validly opt out;
19 (b) a \$100,000.00 allocation toward civil penalties under the Private Attorneys General Act,
20 75% of which (\$75,000.00) will be paid to the State of California, Labor & Workforce
21 Development Agency and 25% of which (\$25,000.00) will be paid to eligible Aggrieved
22 Employees; (c) Class Representative service payment of up to \$15,000.00 to each Plaintiff; (d)
23 Class Counsel's attorneys' fees, not to exceed 35% of the Gross Settlement Amount (i.e.,
24 \$1,050,000), and up to \$33,000.00 in costs for actual litigation expenses incurred by Class
25 Counsel; and (e) Settlement Administration Costs of up to \$19,950.00

26 3. The Court preliminarily finds that the terms of the Settlement appear to be within
27 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
28 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair

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

10 4. A final fairness hearing on the question of whether the proposed Settlement,
11 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
12 Workforce Development Agency for its share of the settlement of claims for penalties under the
13 Private Attorneys General Act, and the class representatives' enhancement awards should be
14 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Class"): "all persons currently or formerly employed by Defendant, either directly or
18 through any subsidiary, staffing agency, or professional employer organization, as hourly-paid,
19 non-exempt employees in the State of California during the Class Period."

20 6. "Class Period" means the period from January 30, 2019 to November 8, 2023.

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

8. The Court appoints as Class Representatives, for settlement purposes only, Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request an incentive award up to \$15,000.00 each.

9. The Court appoints, for settlement purposes only, John G. Yslas, Jeffrey C. Bills, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC, and Edwin Aiwazian, Vartan Madoyan, and Matthew Soto of Lawyers for Justice, PC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Total Settlement Amount (i.e., \$1,050,000.00), and costs not to exceed \$33,000.00.

10. The Court appoints ILYM Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed \$19,950.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

EVENT	DEADLINE
Defendant to provide Class Data to the Settlement Administrator	15 days after Court grants Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receiving the Class Data
Response Deadline	45 days after mailing of the Notice

EVENT	DEADLINE
Deadline to Respond to Objections	45 days after mailing of the Notice
Deadline for Administrator to Submit Report	45 days after mailing of the Notice
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Awards to Plaintiffs	16 Court days prior to Final Approval Hearing
Final Approval Hearing	November 13, 2025 at 9:00 a.m.

15. 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.

DATE: 06/18/2025



Laura A. Seigle
Hon. Laura A. Seigle
Los Angeles Superior Court

Laura A. Seigle / Judge