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LAW AND MOTION DEPT. 53/64
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CINDY LABRASCA, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

LIRON, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2019-00256445-CU-OE-GDS

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

Date: March 9, 2021
Time: 1:30 P.M.
Dept.: 53
Reservation No.: 2543737

Complaint Filed: May 14, 2019

Filed by fax

1 Plaintiff's application for an Order Granting Preliminary Approval of Class Action
2 Settlement was filed with the Court on February 11, 2021, and a hearing was held before this
3 Court on March 9, 2021. Appearing at the hearing were Nicholas Rosenthal of Diversity Law
4 Group, P.C. for Plaintiff and the Class and Kimberly Brooks of Ervin Cohen & Jessup LLP for
5 Defendant.

6 The Court has considered the Joint Stipulation of Class Action Settlement ("Settlement
7 Agreement") and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

9 1. This Court grants preliminary approval of the Settlement Agreement between
10 Plaintiff and Defendant filed herewith. The Settlement Agreement appears to be fair, adequate,
11 and reasonable to the Class;

12 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through
13 their counsel of record in the Litigation, have reached an agreement to settle all claims in the
14 Litigation on behalf of the Class (as defined below and in the Settlement Agreement) as a whole;

15 3. The Court hereby conditionally certifies the following Class for settlement
16 purposes only:

17 all natural persons who were employed as medical examiners by the Defendant in
18 the State of California during the period commencing May 14, 2015, and running
through October 8, 2020.

19 4. Should for whatever reason the Settlement Agreement not become Final, the fact
20 that the Parties were willing to stipulate to certification of a class as part of the Settlement
21 Agreement shall have no bearing on, or be admissible in connection with, the Litigation or the
22 issue of whether a class should be certified in a non-settlement context.

23 5. The Court appoints and designates: (a) Plaintiff Cindy Labrasca as the Class
24 Representative and (b) Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity
25 Law Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of
26 the Class with respect to all acts or consents required by, or which may be given, pursuant to the
27 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement
28 Agreement and its terms. Any Class Member may enter an appearance through his or her own

1 counsel at such Class Member's own expense. Any Class Member who does not enter an
2 appearance or appear on his or her own behalf will be represented by Class Counsel.

3 6. The Court hereby approves the terms and conditions provided for in the
4 Settlement Agreement. The Court finds that on a preliminary basis the Settlement Agreement
5 falls within the range of reasonableness of a settlement, and appears to be presumptively valid,
6 subject only to any objections that may be raised at the final fairness hearing and final approval
7 by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate,
8 and reasonable as to all potential Class Members when balanced against the probable outcome of
9 further litigation relating to liability and damages issues. It also appears that investigation,
10 research, and court proceedings have been conducted so that counsel for the Settling Parties are
11 able to reasonably evaluate their respective positions. It appears to the Court that settlement at
12 this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay
13 and risks that would be presented by the further prosecution of the Litigation. It also appears that
14 settlement has been reached as a result of intensive, serious, and non-collusive arm's-length
15 negotiations.

16 7. A final fairness hearing on the question of whether the proposed Settlement
17 Agreement, the allocation of payments to Settlement Class Members, attorneys' fees and costs to
18 Class Counsel, settlement administration costs, and the Plaintiff's Incentive Award should be
19 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set for
20 July 15, 2021 at 1:30 P.M. in this Court.

21 8. The Court hereby approves, as to form and content, the Notice of Proposed Class
22 Action ("Class Notice") to be sent to Class Members, which is attached as **Exhibit 1** to the
23 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members
24 substantially in the manner and form set forth in the Settlement Agreement and this Order meets
25 the requirements of due process and shall constitute due and sufficient notice to all parties
26 entitled thereto.

27 9. The Court appoints and designates Phoenix Settlement Administrators as the
28 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the

1 approved Class Notice, to Class Members using the procedures set forth in the Settlement
2 Agreement.

3 10. Any Class Member may choose to opt out of and be excluded from the settlement
4 as provided in the Settlement Agreement and Class Notice and by following the instructions to
5 request exclusion. Any person who timely and properly opts out of the settlement will not be
6 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
7 Any opt out request must be in writing and signed by each such Class Member opting out and
8 must otherwise comply with the requirements delineated in the Class Notice. Class Members
9 who have not requested exclusion by submitting a valid and timely opt out request, by the opt out
10 deadline, shall be bound by all determinations of the Court, the Settlement Agreement, and
11 Judgment.

12 11. Any Class Member may object to the Settlement Agreement or express his or her
13 views regarding the Settlement Agreement, and may present evidence and file briefs or other
14 papers that may be proper and relevant to the issues to be heard and determined by the Court as
15 provided in the Class Notice.

16 12. The Motion for Final Approval shall be filed by the Class Representative no later
17 than sixteen (16) court days before the Settlement Fairness Hearing.

18 13. The Court reserves the right to adjourn or continue the date of the Settlement
19 Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to
20 the Class, and retains jurisdiction to consider all further applications arising out of or connected
21 with the Class Settlement Agreement.

22 IT IS SO ORDERED.

23
24 DATED: MAR - 9 2021

SHAMA H. MESIWALA

25 HON. SHAMA H. MESIWALA
26 SUPERIOR COURT OF CALIFORNIA
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