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FILED
KERN COUNTY
FEB - 3 2021
ENDORSED
BY _____ DEPUTY

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF KERN**

14 ERIKA LAFLORA, individually, and on
15 behalf of other members of the general
16 public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

17 Plaintiff,

18 v.

19 TERRIO PHYSICAL THERAPY-
20 FITNESS, INC. a California corporation;
21 and DOES 1 through 10, inclusive,

22 Defendants.

Case No. BCV-19-1029525 TSC

[Assigned for all purposes to Hon. Thomas
Clark; Dept. 17]

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

Preliminary Approval Hearing:

Hearing Date: February 03, 2021

Time: 8:30 a.m.

Dept.: 17

Complaint Filed: October 15, 2019

1 This Motion of Plaintiff Erika LaFlora (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement came regularly for hearing before this Court on February 03, 2021 at 8:30 a.m. The
3 Court, having considered the Joint Stipulation of Class Action Settlement (“Settlement Agreement”),
4 attached as Exhibit “1” to the Declaration of Jennifer L. Connor filed concurrently with this Motion;
5 having considered Plaintiff’s Motion For Preliminary Approval of Class Action Settlement,
6 memorandum of points and authorities in support thereof, and supporting declarations filed
7 therewith; and good cause appearing, **HEREBY ORDER THE FOLLOWING:**

8 1. The Court **GRANTS** preliminary approval of the class action settlement as set forth
9 in the Settlement Agreement and finds its terms to be within the range of reasonableness of a
10 settlement that ultimately could be granted approval by the Court at a Final Approval hearing. The
11 Court preliminarily approves the terms of the Settlement Agreement and finds that they fall within
12 the range of approval as fair, adequate, and reasonable. Based on a review of the paper submitted by
13 Plaintiff, the Court finds that the settlement is the result of arm’s-length negotiations conducted after
14 Plaintiff and/or her counsel adequately investigated the claims and became familiar with the
15 strengths and weaknesses of the claims. The assistance of an experienced mediator in the settlement
16 process supports the Court’s conclusion that the settlement is non-collusive and reasonable. The
17 settlement is presumptively valid, subject only to any objections that may be raised pursuant to the
18 terms of the Settlement Agreement. For purposes of the settlement, the Court finds that the proposed
19 Class is ascertainable and that there is a sufficiently well-defined community of interest among the
20 Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court
21 grants conditional certification of the following Class:

22 All individuals who are current and former hourly-paid or non-exempt employees
23 who worked for Defendant Terrio Physical Therapy & Fitness, Inc. within the State
24 of California at any time from October 15, 2015 through November 10, 2020 (“Class
Members”).

25 2. For purposes of the settlement, the Court designates Erika LaFlora as Class
26 Representative, and designates CounselOne, P.C. and Lawyer *for* Justice, P.C. as Class Counsel.

27 3. The Court designates CPT Group, Inc., as the third-party Settlement Administrator
28 for mailing notices.

ii.

1 4. The Court approves, as to form and content, the Class Notice (comprised of the
2 Notice Of Proposed Class Action Settlement And Hearing Date For Court Approval) and the Share
3 Form, respectively attached as Exhibits 1 and 2 to the Settlement Agreement (which is itself attached
4 as Exhibit "1" to the Declaration of Jennifer L. Connor).

5 5. The Court finds that the form of notice to the Class Members regarding the pendency
6 of the Action and of the Settlement Agreement, and the methods of giving notice to Class Members
7 constitute the best notice practicable under the circumstances, and constitute valid, due, and
8 sufficient notice to all Class Members. The form and method of giving notice complies fully with the
9 requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and
10 3.769, the California and United States Constitutions, and other applicable law.

11 6. The Court further approves the procedures for Class Members to opt out of or object
12 to the settlement, as set forth in the Class Notice and the Settlement Agreement.

13 7. The procedures and requirements for submitting objections in connection with the
14 Final Approval hearing are intended to ensure the efficient administration of justice and the orderly
15 presentation of any Settlement Class Member's objection to the settlement, in accordance with the
16 due process rights of all Settlement Class Members.

17 8. The Court directs the Settlement Administrator to mail the Class Notice and Share
18 Form to the Class Members in accordance with the terms of the Settlement Agreement.

19 9. The Class Notice shall provide 45 calendar days' notice for Class Members to submit
20 disputes, opt out of, or object to the settlement.

21 10. The Final Approval hearing on the question of whether the Settlement Agreement
22 should be finally approved as fair, reasonable, and adequate is scheduled on 5-14-21,
23 2021 at 8³⁰ a.m. / p.m. in Department 17 of this Court, located at 1415 Truxtun Avenue,
24 Bakersfield, California 93301. The Court reserves the right to continue the date of the Final
25 Approval hearing without further notice to the Settlement Class Members. The Court retains
26 jurisdiction to consider all further applications arising out of or in connection with the Settlement
27 Agreement.

28 11. At the Final Approval hearing, the Court will consider: (a) whether the Settlement

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1 Agreement should be approved as fair, reasonable, and adequate for the Class; (b) whether a
 2 judgment granting final approval of the Settlement Agreement should be entered; and (c) whether
 3 Plaintiff's requests for service award payment, settlement administration costs, LWDA payment, and
 4 Class Counsel's attorneys' fees and costs should be granted.

5 12. Counsel for the Parties shall file memoranda, declarations, or other statements and
 6 materials in support of their request for final approval of the settlement and Plaintiff's request for
 7 service award payments, settlement administration costs, LWDA payment, and Class Counsel's
 8 attorneys' fees and costs prior to the Final Approval hearing according to the time limits set by the
 9 Code of Civil Procedure and the California Rules of Court.

10 13. An implementation schedule is below (assuming that the Court grants preliminary
 11 approval of the settlement on February 03, 2021):

Event	Date
Defendants to provide class contact information to Settlement Administrator no later than:	February 15, 2021
Settlement Administrator to mail Class Notice to the Class Members no later than:	February 23, 2021
Deadline for Class Members to submit disputes, request exclusion from, or object to the settlement:	April 09, 2021
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	[-21 days from Final Approval Hearing]
Final Approval Hearing:	<input type="checkbox"/> 5-14-21 at 8:30 am in Dept 17

14. Pending the Final Approval hearing, all proceedings in this Action, other than
 26 proceedings necessary to carry out or enforce the terms and conditions of the settlement and this
 27 Order, continue to be stayed.

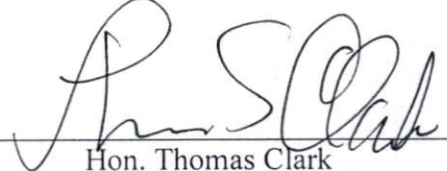
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15. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement which are not materially inconsistent with either this Order or the terms of the settlement.

16. In the event the settlement is not finally approved, or otherwise does not become effective in accordance with the terms of the settlement, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the settlement.

IT IS SO ORDERED.

Dated: 2-3-21



Hon. Thomas Clark
Judge of the Superior Court

v.