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FILED
Superior Court of California
County of Los Angeles
11/05/2024

David W. Slayton, Executive Officer / Clerk of Court
By: L. Ennis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

MARK JOHN SANTOS, individually, and
on behalf of other members of the general
public similarly situated; and SAMANTHA
SANCHEZ, individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

MEDZED, LLC, a Georgia limited liability
company; MEDZED PHYSICIAN
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 22STCV15585
Related to Case No.: 22STCV38149

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGEMENT**

Date: November 1, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: May 10, 2022
FAC Filed: December 27, 2023
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department SSC-1 of the
2 above-entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, on Plaintiffs
3 Mark John Santos and Samantha Sanchez’s (together, “Plaintiffs”) Motion for Final Approval of
4 Class Action Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses
5 Payment, and Service Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared
6 on behalf of Plaintiffs, and Holland & Knight LLP appeared on behalf of Defendants MedZed,
7 LLC and MedZed Physician Services, Inc., (collectively, “Defendants”).

8 On July 16, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
10 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
11 Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the
12 exhibits annexed thereto set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Actions.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

26 All current and former hourly-paid or non-exempt individuals who are or
27 previously were employed by any of the Defendants in the State of California
at any time during the Class Period (“Class” or “Class Members”).

28 4. The Court Approved Notice of Class Action Settlement and Hearing Date for Final

1 Court Approval (“Class Notice”) that was provided to the Class Members and Aggrieved
2 Employees, fully and accurately informed the Class Members of all material elements of the
3 Settlement and of their opportunity to participate in the Settlement, object to or comment to the
4 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
5 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
8 Class Members with adequate instructions and a variety of means to obtain additional information.

9 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
10 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
11 specifically, the Court finds that the Settlement was reached following meaningful discovery and
12 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
13 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
14 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
15 Court has considered all of the evidence presented, including evidence regarding the strength of
16 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
17 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
18 completed; and the experience and views of Class Counsel. The Court has further considered the
19 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
20 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
21 the following terms and conditions.

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
26 submitted a timely and valid Request for Exclusion from the Class Settlement (“Participating Class
27 Members”), are bound by the Class Settlement and by this order and judgment (“Final Approval
28 Order and Judgment”), and the State of California and (a) all current and former hourly-paid or

1 non-exempt employees employed by any of the Defendants in the State of California at any time
2 during the PAGA Period, including, but not limited to all current and former hourly-paid or non-
3 exempt employees who earned shift differentials or non-discretionary bonuses or non-
4 discretionary performance pay which was not used to calculate the correct regular rate of pay used
5 to calculate the overtime rate (“PAGA Group A”); and (b) all salaried managers, or persons who
6 held similar job titles and/or performed similar job duties, who are or previously were employed
7 by any of the Defendants in the State of California in such positions during the PAGA Period,
8 allegedly misclassified as exempt (“PAGA Group B”) (together, “Aggrieved Employees”) are
9 bound by the PAGA Settlement and this Final Approval Order and Judgment.

10 7. The Court finds that allocation of \$85,000.00 toward penalties under the California
11 Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and appropriate,
12 and hereby approved. The Administrator shall distribute the PAGA Penalties as follows: the
13 amount of \$63,750.00 to the California Labor and Workforce Development Agency (“LWDA
14 PAGA Payment”), the amount of \$12,750.00 to be distributed to PAGA Group A, and the amount
15 of \$8,500.00 to be distributed to PAGA Group B (i.e., Individual PAGA Payment), in accordance
16 with the terms and methodology set forth in the Agreement.

17 8. The Court finds that payment of Administration Costs in the amount of \$9,000.00
18 is appropriate for the services performed and costs incurred and to be incurred for the notice and
19 settlement administration process. It is hereby ordered that the Administrator, ILYM Group, Inc.,
20 shall issue payment to itself in the amount of \$9,000.00, in accordance with the terms and
21 methodology set forth in the Agreement.

22 9. The Court finds that the Service Payments sought are fair and reasonable for the
23 work performed by Plaintiffs on behalf of the Class, the State of California, and Aggrieved
24 Employees. It is hereby ordered that the Administrator issue payment in the amount of \$5,000.00
25 each to Plaintiffs Mark John Santos and Samantha Sanchez for their Service Payments, according
26 to the terms and methodology set forth in the Agreement.

27 10. The Court finds that the requested Class Counsel Fees Payment in the amount of
28 \$261,010.12 to Class Counsel falls within the range of reasonableness, and the results achieved

justify the award sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of \$261,010.12 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Agreement.

11. The Court finds that the requested Class Counsel Litigation Expenses Payment of \$13,627.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Administrator issue payment in the amount of \$13,627.75 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

12. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Increased Gross Settlement Amount	\$783,030.36
Class Counsel Fees Payment	\$261,010.12
Class Counsel Litigation Expenses Payment	\$13,627.75
Service Payments	\$10,000.00
Administration Costs	\$9,000.00
PAGA Penalties	\$63,750.00
Net Settlement Amount to be paid to Participating Class Members	\$404,392.49

In addition to the Net Settlement Amount, \$21,250.00 will be distributed to Aggrieved Employees on a *pro rata* basis.

13. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and the State of California and all Aggrieved Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims against the Released Parties, as set forth in the Agreement and Class Notice.

1 14. It is hereby ordered that Defendants shall fully fund the Gross Settlement Amount,
2 and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting
3 the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4 15. It is hereby ordered that within fifteen (15) calendar days after the Administrator
5 receives the Gross Settlement Amount, the Administrator will mail checks for all Individual
6 Settlement Payments, all Individual PAGA Payments, the LWDA Payment, the Administration
7 Costs, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
8 Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
9 Expenses Payment and the Service Payments shall not precede disbursement of Individual
10 Settlement Payments and Individual PAGA Payments.

11 16. Each Individual Settlement Payment and Individual PAGA Payment check shall
12 prominently state the date (not less than one hundred eighty (180) calendar days after the date of
13 mailing) when the check will be voided. The Administrator will cancel all checks not cashed by
14 the void date. For any Class Member or Aggrieved Employee whose Individual Settlement
15 Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date,
16 the Administrator shall transmit the funds represented by such checks to Los Angeles Bar
17 Association's Domestic Violence Project, a nonprofit organization or foundation consistent with
18 Code of Civil Procedure Section 384, subd. (b) (the "Cy Pres Recipient"). Participating Class
19 Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound
20 to the Class Settlement. Aggrieved Employees whose Individual PAGA Payment checks are
21 cancelled shall, nevertheless, be bound to the PAGA Settlement.

22 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules
23 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
24 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
25 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
26 any dispute arising from or in connection with the distribution of settlement benefits.

27 18. Notice of entry of this Final Approval Order and Judgment shall be given to the
28 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval

Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

19. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department SSC-1. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the judge's name.

Dated: 11/05/2024

Stuart M. Rice / Judge

Honorable Stuart M. Rice
Judge of the Superior Court