

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED
Superior Court of California
County of Los Angeles
01/09/2025

David W. Slayton, Executive Officer / Clerk of Court
By: L. M'Greené Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURT**

CYNTHIA CASASOLA, ERIKA
CASTANEDA, and JUAN BANDA,
individuals and class representatives on
behalf of themselves and all other similarly
situated non-exempt former and current
employees,

Plaintiffs,

v.

URGENTMED MANAGEMENT, LLC, a
California limited liability company; MMC-
HR, LLC, a California limited liability
company; MMC ENTERPRISE, LLC, a
California limited liability company;
MEDICAL MANAGEMENT
CONSULTANTS, INC., a California
corporation; MODERN MANAGEMENT
CONSULTANTS, INC., a California
corporation; MMC EXECUTIVE
SERVICES, INC., a California corporation;
MEDICAL MANAGEMENT
CONSULTANTS, INTERNATIONAL, a
California corporation; MASHI RAHMANI,
an individual; MORRIS KOKHAB, an
individual; AND DOES 1 through 100,
inclusive,

Case No. 22STCV37152

Assigned For All Purposes To: Hon. Carolyn B.
Kuhl Dept. SS-12
CLASS ACTION

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

Date: January 9, 2025
Time: 10:30 am
Dept.: SS12
Judge: Hon. Carolyn B. Kuhl

Trial Date: None
Complaint Filed: November 23, 2022

1 Defendants.

2
3 ANASTASIA VASQUEZ, an individual, on
4 behalf of herself and all others similarly
situated,

5 Plaintiff,

6 v.

7 URGENTMED MANAGEMENT, LLC, a
8 California corporation; and DOES 1 through
9 50, inclusive,

10 Defendants.

[PROPOSED] ORDER

WHEREAS, this matter has come before the Court for hearing pursuant to the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement for final approval of the Settlement between Plaintiffs CYNTHIA CASASOLA, ERIKA CASTANEDA, JUAN BANDA, and ANASTASIA VASQUEZ ("Plaintiffs") and Defendant URGENTMED MANAGEMENT, LLC and ANAHEIM URGENT CARE, INC. ("Defendants") (collectively referred to as "the Parties") as set forth in the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") filed contemporaneously herewith as Exhibit A to the Declaration of Amir Seyedfarshi in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement, and the Court having considered all papers filed and the proceedings had and otherwise being fully informed.

THE COURT HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including the Plaintiffs and Class Members.

3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, ILYM Group, Inc. ("Settlement Administrator"), mailed the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Notice") to all Class Members last known address by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of the terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class Members' right to receive their share of the Settlement (if approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file documentation in support of or in

1 opposition to the Settlement and to appear in connection with the Final Approval Hearing. Class
2 Members had adequate time to consider this information and to use the procedures identified in
3 the Notice. The Court finds and determines that this notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding approval of the Settlement based on the responses of Class Members. The Court finds
6 and determines that the Notice provided in the Action was sufficient, which satisfied the
7 requirements of law and due process.

8 4. The Court finds that the Settlement offers significant monetary recovery to Class
9 Members and finds that such recovery is fair, adequate and reasonable when balanced against
10 further litigation related to liability, and damages issues. The Court further finds that the Parties
11 have conducted sufficient investigation, discovery, research and litigation such that Class Counsel
12 and Defense Counsel are able to reasonably evaluate their respective positions at this time. The
13 Court finds that the proposed Settlement, at this time, will avoid substantial additional costs by
14 all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
15 Court further finds that the Parties reached the Settlement as the result of intensive, serious and
16 non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the
17 Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and
18 reasonable and directs the Parties to effectuate the Settlement according to its terms.

19 5. The Court hereby orders the Settlement Administrator to distribute the Individual
20 Settlement Payment and Individual PAGA Payment to Settlement Class Members in accordance
21 with the provisions of the Settlement Agreement. The Individual Settlement Payment and
22 Individual PAGA Payment checks shall remain valid for a period of one hundred eighty (180)
23 calendar days.

24 6. All Settlement Class Members, and Aggrieved Employees, regardless of whether
25 or not they cash their Individual Class Payment check(s), will be bound by the releases detailed
26 in this Settlement Agreement. Settlement Class Members must cash or deposit their Individual
27 Class Payment and Individual PAGA Payment checks within one hundred and eighty (180)
28 calendar days after the checks are mailed to them. If any checks remain uncashed or not deposited
by the expiration of the 180-day period, the Settlement Administrator will submit the amount of

1 the uncashed or not deposited payments to California State Controller as unclaimed property in
2 the name of the Settlement Class Member who did not cash his or her check.

3 7. The Court finds that the Gross Settlement Amount (\$2,200,000.00), Net
4 Settlement Amount, and the methodology used to calculate and pay each Individual Class
5 Payment and Individual PAGA Payment, in accordance with the Settlement, are fair and
6 reasonable.

7 8. For purposes of this Final Approval Order and this Settlement only, the Court
8 hereby confirms the appointment of the named Plaintiffs as the class representatives for the Class
9 Members. Further, the Court finally approves the Class Representatives' Service Payments to
10 Plaintiffs, as fair and reasonable, in the amount of five thousand dollars (\$5,000.00) for each of
11 them, twenty thousand dollars in total (\$20,000.00). The Court hereby orders the Settlement
12 Administrator to distribute the Class Representatives' Service Payments to the Plaintiffs in
13 accordance with the provisions of the Settlement.

14 9. The Court hereby approves the PAGA Allocation in the amount of one hundred
15 thousand dollars (\$100,000.00) of which 75% or seventy-five thousand dollars (\$75,000.00) will
16 be sent by the Settlement Administrator to the Labor and Workforce Development Agency
17 ("LWDA") and 25% twenty-five thousand dollars (\$25,000.00) will be distributed to the
18 Aggrieved Employees in accordance with the provisions of the Settlement.

19 10. For purposes of this Final Approval Order and this Settlement only, the Court
20 hereby confirms the appointment of Amir Seyedfarshi of Employment Rights Lawyers, and Shoham
21 Solouki of Solouki & Savoy, LLP as Class Counsel for Class Members. Further, the Court finally
22 approves a Class Counsel Fees and Costs Award, as fair and reasonable, and awards attorney fees
23 in the amount of in the amount of seven hundred thirty-three thousand three hundred thirty-three
24 dollars and thirty-three cents. (\$733,333.33) to be distributed to Class Counsel. V@Ae aaA A^•A A

25 11. Further the Court approves costs in the amount of twenty thousand five hundred
26 one dollars and twelve cents (\$22,501.12). Class Counsel's receipt of the Class Counsel Fees
27 Payment shall fully satisfy all fees and litigation costs incurred by Class Counsel that represented
28 Plaintiffs and Class Members in the Action. The Court hereby orders the Settlement Administrator

1 to distribute the Class Counsel Fees Payment to Class Counsel in accordance with the provisions
2 of the Settlement Agreement and this Order.

3 12. For purposes of this Final Approval Order and this Settlement only, the Court
4 hereby confirms the appointment of ILYM Group, Inc. as the Settlement Administrator to
5 administer the Settlement of this matter as more specifically set forth in the Settlement Agreement
6 and further finally approves Administrator Expenses Payment, as fair and reasonable, of nineteen
7 thousand dollars (\$19,000.00).

8 13. The Court directs Defendant to fund all amounts due under the Settlement
9 Agreement to be funded no later than twenty-one (21) business days after the Effective Date.
10 Individual Class Payments will be mailed via First-Class U.S. Mail to Class Members no later
11 than fourteen (14) calendar days after the Gross Settlement Amount is fully funded as set forth in
12 the Settlement Agreement. As of the Response Deadline, all Settlement Class Members who did
13 not submit a timely and valid Request for Exclusion shall be deemed to have released the Released
14 Parties (which are defined as Defendant and all of their respective former, present, and future
15 owners, parents, subsidiaries, shareholders, and related entities and all of Defendant's respective
16 current, former, and future officers, directors, supervisors, employees, representatives, members,
17 managers, partners, shareholders, joint venturers, accountants, insurers, representatives, agents,
predecessors, successors, and assigns) from all Released Claims, as defined as:

18 Released Claims: Plaintiffs, and all Participating Class Members will release
19 Defendants and its subsidiaries, shareholders, employees, representatives,
20 members, agents, predecessors, successors, and assigns (the "Released Parties")
21 from those claims alleged in the Operative Complaint or which could have been
22 alleged in the Operative Complaint based on the facts therein and that arose during
23 the Class Period, including claims for: (1) failure to provide required meal periods;
24 (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4)
25 failure to pay minimum wages; (5) failure to pay timely wages during employment;
26 (6) failure to pay all wages due to discharged and quitting employees; (7) failure
27 to maintain required records; (8) failure to furnish accurate itemized wage
28 statements; (9) failure to reimburse employees for necessary expenditures incurred

1 in discharge of duties; (10) failure to pay wages; (11) waiting time penalties for
2 failure to pay wages due on termination; in violation of Labor Code Sections 201,
3 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 558.1, 1174(d), 1174, 1174.5,
4 1182.12, 1194, 1194.2, 1197, 1197.1 1198, 2802 as well as applicable IWC Wage
5 Orders, sections 3, 4, 7, 11, and 12, and Section 17200 et seq. of the California
6 Business and Professions Code, based on the foregoing (the “Released Class
7 Claims”). This release excludes any current and/or future claims that cannot be
8 waived as a matter of law. It is the intent of the Parties that the Judgment entered
9 by the Court shall have full *res judicata* effect and be final and binding upon
10 Participating Class Members regarding the Released Claims.

11 14. The Court further finds that the Released Parties are released by Plaintiffs, the
12 Labor Workforce Development Agency and the Aggrieved Employees (as well as their heirs,
13 executors, attorneys, agents, representatives, successors and assigns) as to the settled PAGA
14 claims which are defined as follows: All Aggrieved Employees are deemed to release, on behalf
15 of themselves and their respective former and present representatives, agents, attorneys, heirs,
16 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
17 that were alleged, or reasonably could have been alleged, arising during the PAGA Period and
18 based on facts stated in the Operative Complaint and/or in the Plaintiffs’ Letters to the LWDA,
19 including, without limitation, claims that Defendants failed to provide meal periods; failed to
20 provide rest periods; failed to pay sick pay; failed to pay hourly wages; required Class Members
21 to work “off the clock”; failed to pay minimum wage; failed to pay overtime compensation; failed
22 to provide accurate itemized wage statements; and failed to pay all wages due to discharged and
23 quitting employees. The released claims for PAGA penalties include but are not limited to claims
24 under California Labor Code sections 201-203, 204, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1,
25 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699, et seq., 2802,
26 the applicable IWC Wage Orders, and Section 17200 of the California Business and Professions
27 Code. Such claims include claims for penalties, attorneys’ fees and costs; and interest. This release
28 excludes any current and/or future claims that cannot be waived as a matter of law. By cashing
their check for the Individual PAGA Payment, Participating Class Members who are also

1 Aggrieved Employees acknowledge and agree they have received payment for all PAGA penalties
2 owed to them by Defendant during the PAGA Period.

3 15. After Settlement administration has been completed in accordance with the
4 Settlement Agreement, the Parties shall file a report with this Court certifying compliance with
5 the terms of the Settlement.

6 16. Neither this Final Approval Order, the Settlement Agreement, nor any document
7 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
8 as, or may be used by Plaintiffs as an admission by or against Defendant or any of the other
9 Released Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval
10 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant or
11 any of the other Released Parties. The entering into or carrying out of the Settlement Agreement,
12 and any negotiations or proceedings related thereto, shall not in any event be construed as an
13 admission or concession with regard to the denials or defenses by Defendant or any of the other
14 Released Parties and shall not be offered in evidence by Plaintiffs against Defendant or any of the
15 Released Parties in any action or proceeding in any court, administrative agency or other tribunal
16 for any purpose whatsoever other than to enforce the provisions of this Final Approval Order, the
17 Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions,
18 any of the Released Parties may file in the Action or in any other proceeding this Final Approval
19 Order, the Settlement Agreement, or any other papers and records on file in the Action as evidence
20 of the Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or
21 other theory of claim preclusion, issue preclusion or similar defense.

22 17. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
23 and in accordance with the terms set forth in the Settlement Agreement.

24 18. Without affecting the finality of this Final Approval Order in any way, this Court
25 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
26 the Settlement and all orders and judgments entered in connection therewith.

27 19. ~~The Court sets a compliance hearing for _____ 2025 at 8:30 am. Plaintiff shall~~
~~submit to the Court a report by _____, 2025, pursuant to Code of Civil Procedure section 384,~~
28 subdivision (b), in the form of a declaration from the Settlement Administrator or other declarant

1 with personal knowledge of the facts. The report shall be in the form of a declaration from the
2 Settlement Administrator or other declarant with personal knowledge of the facts, and to describe
3 (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii)
4 the average amount of those checks, (iv) the number of checks that remained uncashed and were
5 redistributed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed
6 checks, (vii) the nature and date of the disposition of those unclaimed funds, and (viii) other
7 amounts disbursed pursuant to the Settlement.

8 19. This document shall constitute a Judgment for purposes of California Rule of
9 Court 3.769(h).

10
11 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**

12
13
14 Dated: 01/09/2025



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

HONORABLE CAROLYN B. KUHL

JUDGE OF THE SUPERIOR COURT