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FILED
Superior Court of California
County of Los Angeles

06/04/2026

David W. Slayton, Executive Officer / Clerk of Court

By: _____ G. Hall Deputy

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 ERLINDA PRADO, individually and on
11 behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 LAUREL CANYON DIALYSIS, LLC, a
15 California Limited Liability Company;
16 MISSION HILLS DIALYSIS, LLC, a
17 California Limited Liability Company;
18 AMERICAN RENAL CARE, LLC, a
19 California Limited Liability Company;
20 PARAG SHAH, an individual, OMARAN
21 ABDEEN, an individual; and DOES 1 to
22 10,

23 Defendants.

Case No. 25STCV08710
Assigned to Hon. Laura A. Seigle, Dept. 17

~~PROPOSED~~ **ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, MOTION FOR AWARD
OF ATTORNEY'S FEES,
REIMBURSEMENT OF COSTS AND
INCENTIVE AWARD**

Date: June 4, 2026
Time: 9:00 a.m.
Dept.: 17
Location: Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: Mar. 25, 2025
FAC Filed: May 28, 2025

1 ~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT
2 AND MOTION FOR AWARD OF ATTORNEY’S FEES, REIMBURSEMENT OF COSTS AND
3 INCENTIVE AWARD

4 On June 4, 2026, the Court heard Plaintiff’s unopposed Motion for Final Approval of Class
5 Action Settlement and Motion for Award of Attorney’s Fees, Reimbursement of Costs and Incentive
6 Award in the above-entitled action (the “Action”). The Court has considered all papers filed, other
7 information presented, and based on those papers and any other information presented, **IT IS HEREBY**
8 **ORDERED, ADJUDGED AND DECREED THAT:**

9 1. The Court grants final approval of the settlement based upon the terms set forth in the
10 Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement
11 Agreement”) between Plaintiff Erlinda Prado (“Plaintiff”) and Defendants Laurel Canyon Dialysis,
12 LLC, Mission Hills Dialysis, LLC, American Renal Care, LLC, Parag Shah, and Omar Abdeen
13 (collectively “Defendants”).

14 2. Capitalized terms used in this Order are as defined in the Settlement.

15 3. The Court further finds, for settlement purposes only, that the requirements of California
16 Code of Civil Procedure § 382 and of California Rules of Court, Rule 3.760 *et seq.* are satisfied.
17 Therefore, the Court certifies, for settlement purposes only, the following Class as defined in the
18 Settlement:

19 For the period from March 25, 2021 through August 7, 2025, all individuals employed
20 by Defendants as non-exempt hourly employees in California

21 Settlement at ¶ 1.5.

22 4. The Court finds that the proposed Settlement is fair, adequate and reasonable to
23 the Class when balanced against the probable outcome of further litigation, given the risks
24 relating to liability and damages and, therefore, meets the requirements for final approval. Based
25 on the record, the Court finds that the Parties engaged in extensive investigation and research
26 allowing them to reasonably evaluate their respective positions and that at this time would avoid
27 substantial additional costs by all Parties, as well as the delay and risks that would be presented
28 by the further prosecution of the Class Action. The Settlement was reached as a result of

1 extensive, arms-length negotiations utilizing an experienced third party neutral and after a full
2 day of mediation.

3 5. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules
4 of Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For
5 settlement purposes only, the Court finds that Plaintiff is an adequate representative of the Class and appoints
6 her as such. For settlement purposes only, the Court further finds that Alan Harris and Priya Mohan of Harris
7 & Ruble (“Class Counsel”) have adequately represented the Class and are appointed as Class Counsel.

8 6. The Court determines that the Parties substantially complied with the distribution of the
9 Class Notice to the Class in the manner and form set forth in the Preliminary Approval Order filed on
10 January 26, 2026, and that the Class Notice provided to the Class was the best notice practicable under
11 the circumstances and constituted due and sufficient notice to all persons entitled to such notice. The
12 Court confirms ILYM Group, Inc. (“ILYM”) as the Settlement Administrator. The procedures for
13 paying the settlement administration costs, as set forth in the Settlement are approved. ILYM is directed
14 to perform all responsibilities of the Settlement Administrator as set forth in the Settlement Agreement.

15 7. The Court determines that the procedures required by the Preliminary Approval Order
16 have been carried out and satisfy due process requirements such that all absent Class Members have
17 been given the opportunity to participate fully in the approval process.

18 8. There were no objections to the Settlement and no requests for exclusion from the
19 Settlement in response to the Class Notice.

20 9. The participating Class Members, including Plaintiff, shall be deemed conclusively to
21 have made the following releases set forth in ¶ 5.1.2 of the Settlement Agreement:

22 Release by Participating Class Members: All Participating Class Members,
23 on behalf of themselves and their respective former and present representatives, agents,
24 attorneys, heirs, administrators, successors and assigns, release Released Parties from (i)
25 all claims that were alleged, or reasonably could have been alleged, based on the Class
26 Period facts stated in the Operative Complaint including claims for failure to: pay all
27 wages earned for all hours worked at the correct rate including minimum, regular, and
28 overtime wages; provide meal periods or additional pay in lieu thereof; provide rest
breaks and/or recovery periods or additional pay in lieu thereof; timely pay wages upon
separation; timely pay wages owed during employment; issue accurate itemized wage
statements; and produce employment records upon request, and including but not limited
to alleged violations of California Labor Code sections 201-204, including alleged
violations of Labor Code 201, 201.3, 202, 203, 204, 204.1, 204.2, 226, 226.7, 1194,
1194.2, 1198, 510, 512, 514, 515, 558, Business and Professions Code Sec. 17200 *et seq.*,

1 and Industrial Welfare Commission wage order sections addressing such claims and/or
2 alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20
3 in Wage Order 5 (collectively, the “**Class Released Claims**”) Except as set forth in
4 Section 5.3 of this Agreement, Participating Class Members do not release any other
claims, including claims for vested benefits, wrongful termination, violation of the Fair
Employment and Housing Act, unemployment insurance, disability, social security,
workers’ compensation or claims based on facts occurring outside the Class Period.

5 Settlement at ¶ 5.1.2.

6 10. Plaintiff shall be deemed to release all claims against Defendants and the Released
7 Parties, including all Unknown Claims, as set forth in paragraphs 5.1 and 5.1.1 of the Settlement
8 Agreement.

9 11. The Settlement is not an admission by Defendants, nor is this Order a finding of the
10 validity of any claim or allegation in the Action of any wrongdoing by Defendants. Neither the
11 Settlement, nor any document referenced therein, nor any action taken to carry out the Settlement, will
12 be (a) construed as or used as an admission, concession or indication by or against Defendants of any
13 fault, wrongdoing or liability, including any concession that certification of a class other than for
14 purposes of settlement would be appropriate in this Action or in any other case or an admission that any
15 of Defendants’ defenses in the Action are without merit, or (b) disclosed, referred to, or offered in
16 evidence against Defendants in any proceeding except for purposes of effectuating the Settlement.
17 However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce
18 its terms, or in defense of any claims released or barred by the Settlement.

19 12. The Court has reviewed all documentation submitted in support of the request for an
20 Incentive Award for Plaintiff for her efforts in bringing and prosecuting this case, and the final risk
21 undertaken in bringing the action. Plaintiff has provided a general release and waiver under Code of
22 Civil Procedure section 1542. Applying these standards, the Court approves a class representative
23 Incentive Award in the amount of \$10,000 to the Plaintiff, which the Court determines to be fair and
24 reasonable.

25 13. The Court awards \$146,666.67 in attorney’s fees and \$17,954.57 in actual costs to Class
26 Counsel, which the Court determines to be fair and reasonable.

27 14. The Court hereby approves a payment of \$6,250 to ILYM for its services as settlement
28 administrator.

1 15. The Court hereby approves a payment of \$6,500 to California's Labor & Workforce
2 Development Agency for the settlement allocated to alleged penalties under the California Labor Code's
3 Private Attorneys General Act of 2004 ("PAGA"). Cal. Lab. Code §§ 2699, 2699.3 and 2699.5.

4 16. In sum, the Court awards the following: (1) \$146,666.67 for attorneys' fees; (2)
5 \$17,954.57 in attorneys' costs; (3) ~~\$10,000~~^{\$7,500} to the Plaintiff as an incentive award; (4) \$6,250 for
6 settlement administration costs; (5) \$6,500 to California's Labor & Workforce Development Agency as
7 the settlement amount allocated to alleged penalties under the California Labor Code's Private Attorneys
8 General Act of 2004 ("PAGA"); and (6) \$3,500 to be distributed to the Aggrieved Employees. The gross
9 settlement amount is \$440,000 and the net amount to be distributed to the Class Members is
10 ~~\$249,128.76.~~ \$251,628.76

11 17. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
12 in the Settlement or this Order.

13 18. The Court directs the Parties to effectuate the Settlement according to the terms of the
14 Settlement. For any Class Member whose check is uncashed and cancelled after the void date, the
15 Administrator shall transmit the funds represented by such checks to the California Controller's
16 Unclaimed Property Fund in the name of the Class Member.

17 19. A nonappearance case review is set for ~~August 17, 2027~~^{March 5, 2027 at 8:30 a.m.}. A Declaration from the
18 Administrator, summarizing all distributions made pursuant to the approved Settlement, is due on
19 ~~August 10, 2027.~~ February 26, 2027.

20
21 **IT IS SO ORDERED.**

22 DATED: 06/04/2026



Laura Seigle

The Honorable Laura A. Seigle
Los Angeles Superior Court Judge
Laura A. Seigle / Judge

1 **PROOF OF SERVICE**

2 I am an attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within
3 action. My business address is Harris & Ruble, 655 N. Central Ave., 17th Floor, Glendale CA, 91203.
4 On May 12, 2026, I served the within documents:

5 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
6 MOTION FOR AWARD OF ATTORNEY’S FEES, REIMBURSEMENT OF COSTS AND
7 INCENTIVE AWARD**

8 Electronic Service: I caused the above-entitled document(s) to be served through Case Anywhere
9 addressed to all parties appearing on the electronic service list for the above-entitled case and on the
10 interested parties in this case:

11 David Fishman
12 BALLARD ROSENBERG GOLPER & SAVITT, LLP
13 15760 Ventura Blvd., 18th Floor
14 Encino, CA 91436
15 dfishman@brgslaw.com
16 adimario@brgslaw.com
17 laguilar@brgslaw.com
18 nmunn@brgslaw.com

19 *For defendants: Laurel Canyon Dialysis, LLC.; Mission Hills Dialysis, LLC.;*
20 *American Renal Care, LLC.; Parag Shah; and Omaran Abdeen*

21 I declare under penalty of perjury that the above is true and correct. Executed on May 12, 2026, at Los
22 Angeles, California.

23 
24 _____
25 Priya Mohan