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on behalf of herself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JOHANNA CABRAL, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

LASER CARE SPECIALISTS, A
PROFESSIONAL MEDICAL
CORPORATION, doing business as LASER
SKINCARE CENTER DERMATOLOGY
AND ASSOCIATES; LASER SKIN CARE
CENTER MEDICAL GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 21STCV25443

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND REPRESENTATIVE ACTION
SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

03/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 This matter having come before the Court for a Hearing on Motion for Final Approval of
2 Settlement pursuant to the Order of this Court granting preliminary approval (“Preliminary
3 Approval Order”) of the class and representative action settlement upon the terms set forth in the
4 First Amended Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or
5 “Settlement Agreement”) submitted in support of the Motion for Final Approval of Class and
6 Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only;
7 and due and adequate notice having been given to the Class Members as required in the Preliminary
8 Approval Order; and the Court having considered all papers filed and proceedings had herein and
9 otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED,**
10 **ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class Action and Representative Action Settlement;
12 Enhancement Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

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

17 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
18 “Settlement Class Members” or “Class Members”): all individuals who were employed by
19 defendant Laser Care Specialists, A Professional Medical Corporation, dba Laser Skincare
20 Dermatology and Associates (“Defendant”) in California as non-exempt hourly employees at any
21 time during the period between July 12, 2017 and February 20, 2023 (“Class Period”).

22 5. “Plaintiff” refers to plaintiff Johanna Cabral.

23 6. “Released Parties” means Defendant and its current and former parents, owners,
24 subsidiaries, divisions, and affiliated or related persons or entities (including Dr. Bryna Kane, M.D.,
25 Dr. Edward Glassberg, M.D., J. Robert West, M.D., Inc. a California professional corporation,
26 (“West Dermatology”), and Dermatology Management, LLC a Nevada limited liability company),
27 and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents,
28 executors, and assigns.

1 7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
2 of \$250,000.00, and funds all employer payroll taxes owed on the Wage Portion of the Individual
3 Class Payments, Plaintiff, Class Members and Class Counsel will release claims against all Released
4 Parties as follows

5 a. Release by Participating Class Members who are not Aggrieved Employees: All
6 Participating Class Members, on behalf of themselves and their respective former
7 and present representatives, agents, attorneys, heirs, administrators, successors and
8 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
9 could have been alleged, based on the Class Period facts stated in the Class Action
10 Operative Complaint, including: (1) any and all claims involving any alleged failure
11 to pay overtime wages; (2) any and all claims involving any alleged failure to pay
12 minimum wages; (3) any and all claims involving any alleged failure to provide meal
13 periods or compensation in lieu thereof; (4) any and all claims involving any alleged
14 failure to provide rest periods or compensation in lieu thereof; (5) any and all claims
15 involving any alleged failure to pay all wages due upon termination; (6) any and all
16 claims involving any alleged wage statement violations; (7) any and all claims
17 involving any alleged failure to indemnify for business expenses; (8) any and all
18 claims asserted through Business and Professions Code section 17200 arising out of
19 Labor Code violations referenced in the Operative Complaint; (9) any and all claims
20 involving any alleged violation of Fair Credit Reporting Act ("FCRA"); (10) any and
21 all claims involving any alleged violation of California Investigative Consumer
22 Reporting Agencies Act ("ICRAA"); and (11) any and all claims involving any
23 alleged violation of Consumer Credit Reporting Agencies Act ("CCRAA").

24 b. Participating Class Members do not release any other claims, including claims for
25 vested benefits, wrongful termination, violation of the Fair Employment and
26 Housing Act, unemployment insurance, disability, social security, workers'
27 compensation, or claims based on facts occurring outside the Class Period.
28

1 c. Release by Aggrieved Employees: Plaintiff, all Aggrieved Employees, and the State
2 of California are deemed to release, on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs, administrators,
4 successors and assigns, the Released Parties from all claims for PAGA penalties that
5 occurred during the PAGA Period, pursuant to Labor Code section 2698 et seq., were
6 alleged or reasonably could have been alleged, based on the PAGA Period facts
7 stated in the PAGA Action Operative Complaint and PAGA Notice, including, but
8 not limited to, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3,
9 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code
10 sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*,
11 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, and 2810.5.

12 8. Defendant shall fund the Gross Settlement Amount and the amounts necessary to pay its
13 share of payroll taxes by: (1) transmitting one half (1/2) of the funds to the Administrator no later
14 than ten (10) business days after the Effective Date; and (2) transmitting the remainder to the
15 Administrator no later than six (6) months thereafter. "Effective Date" means the date by when both
16 of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval
17 of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following
18 occurrences: (a) if no Participating Class Member objects to the Settlement, sixty-one (61) calendar
19 days after Plaintiff has provided Notice of Entry of Judgment; (b) if one or more Participating Class
20 Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the
21 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms
22 the Judgment and issues a remittitur.

23 9. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to the
24 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
25 been completed in conformity with the Preliminary Approval Order, including individual notice to
26 all Class Members who could be identified through reasonable effort, and was the best notice
27 practicable under the circumstances. This Class Notice provided due and adequate notice of the
28 proceedings and of the matters set forth therein, including the proposed class settlement set forth in

1 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
2 satisfied the requirement of due process.

3 9. Zero (0) Class Members opted out of the Settlement zero (0) Class Members objected
4 to the Settlement, and there were zero (0) Workweek disputes.

5 10. The Court further finds that the Settlement is fair, reasonable and adequate, and that
6 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
7 settlement under California law, including the provisions of Code of Civil Procedure section 382
8 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
9 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

10 11. This Court hereby approves the settlement set forth in the First Amended Settlement
11 Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs
12 the Parties to effectuate the settlement according to its terms. The Court finds that the settlement has
13 been reached as a result of intensive, serious and non-collusive arm's-length negotiations. The Court
14 further finds that the Parties have conducted extensive and costly investigation and research, and
15 counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds
16 that settlement at this time will avoid additional substantial costs, as well as avoid the delay and
17 risks that would be presented by the further prosecution of this Action. The Court has noted the
18 significant benefits to the Class Members under the Settlement. The Court also finds that the class
19 is properly certified as a class for settlement purposes only.

20 12. Nothing contained in the First Amended Settlement Agreement shall be construed or
21 deemed in admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
22 Each of the Parties has entered into this Settlement Agreement with the intention to avoid further
23 disputes and litigation, and the attendant inconvenience and expense.

24 13. The Court approves Plaintiff as class representative.

25 14. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.
26 as Class Counsel.

27 15. The Court approves ILYM Group, Inc ("ILYM"), as the Settlement Administrator.

28 16. The Court hereby awards Class Counsel attorneys' fees in the total amount of

1 \$83,333.33 which is one third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
2 In addition, the Court awards Class Counsel reimbursement of their costs \$19,904.26 to be deducted
3 from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement
4 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.
The court finds that the fees are reasonable in light of the benefit provided to the class.

5 17. The Court hereby approves an enhancement award of \$7,500.00 to Plaintiff in
6 consideration her time, effort and risk incurred on behalf of the Settlement Class, and for providing
7 a general release and releasing unknown claims pursuant to Civil Code section 1542. The
8 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
9 Settlement Amount as set forth in the Settlement Agreement.

10 18. The Court hereby approves the Settlement Administrator's cost in the amount of not
11 more than \$5,000.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
12 administration of the settlement from the Gross Settlement Amount.

13 19. The Court hereby approves the PAGA penalties amount of \$25,000.00, of which
14 \$18,750.00 shall be paid to the LWDA and the remaining \$6,250.00 to be distributed to the
15 "Aggrieved Employees", defined as all individuals who were employed by Defendant in California
16 as non-exempt hourly-paid employees at any time during the period between July 10, 2020 and the
17 end of the Class Period ("PAGA Period").

18 20. Except as expressly provided herein, the Parties each shall bear all their own fees and
19 costs in connection with this matter.

20 21. Individual Class Payment and Individual PAGA Payment checks shall remain valid and
21 negotiable for one hundred eighty (180) calendar days after the date of their issuance. Within seven
22 (7) calendar days after expiration of the 180-day period, checks for such payments shall be cancelled
23 and funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash
24 residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue
25 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted
26 to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the *cy*
27 *pres* recipient, for use in Los Angeles County.

1 22. The Court finds that the class settlement on the terms set forth in the Settlement
2 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
3 the released claims against Defendant.

4 23. A Non-Appearance Case Review Re: Final Administration of the Class Action
5 Settlement ("NACR") is hereby scheduled for May 30, 2025. ~~_____, 2024, at _____, in~~
6 Department 12 of the above entitled Court. At least five (5) calendar days prior to said NACR, the
7 Parties shall file a declaration confirming that the claims have been paid and that administration of
8 all the terms and conditions of the class action settlement have been completed. Should the Court
9 find that said declaration has sufficiently evidenced full and complete administration of the class
10 action settlement, said NACR will be satisfied.

11 24. Without affecting the finality of the Judgment in any way, this Court hereby retains
12 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
13 and all orders and judgments entered in connection therewith.

14
15 **IT IS SO ORDERED.**

16
17 Dated: 03/18/2024, 2024



A handwritten signature in black ink that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge
Judge of the Superior Court