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16 Attorneys for Plaintiff Mary Beth Hughes, individually
17 and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 MARY BETH HUGHES, individually and on
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 JEFFREY LEE GALITZ, MD, A
25 PROFESSIONAL MEDICAL
26 CORPORATION, a California corporation,
27 DBA WOUNDTECH OF CALIFORNIA;
28 PODICARE SERVICES, INC., a Delaware
Corporation; WOUND TECHNOLOGY
NETWORK, INC., a Florida Corporation, and
DOES 1 through 25,

Defendants.

Case No.: 21STCV30732
*Assigned for all purposes to Hon. Yvette
M. Palazuelos, SSC-9*

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 13, 2023
Time: 10:00 a.m.
Dept.: 9

Complaint Filed: August 19, 2021

1 The Court, having considered the Motion for final approval of the settlement of this
2 matter pursuant to the First Amended Class Action and PAGA Settlement Agreement and
3 Class Notice (the “Settlement Agreement”), having granted preliminary approval on March
4 21, 2023, having directed that notice be given to all Class Members of preliminary approval
5 of the Settlement Agreement and the final approval hearing and the right to be excluded
6 from or object to the settlement, having read and considered all of the papers of the parties
7 and their counsel, and having received no objections to the settlement, and good cause
8 appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

10 1. The Motion for Final Approval of the settlement is granted;

11 2. The parties to this action are Plaintiff Mary Hughes (“Representative
12 Plaintiff” or “Plaintiff”) and Defendants Jeffrey Lee Galitz, M.D., A Professional Medical
13 Corporation dba Woundtech of California (“Galitz”), Podicare Services, Inc. (“Podicare”),
14 and Wound Technology Network, Inc. (“WTN”) (Galitz, Podicare, and WTN collectively
15 “Defendants”).

16 3. After participating in an arms’ length mediation, Plaintiff and Defendants
17 have agreed to a proposed settlement of this action on behalf of the Class Plaintiff seeks to
18 represent. The terms of the proposed settlement are fully set forth in the First Amended
19 Stipulation of Class Action and PAGA Settlement Agreement (“Settlement Agreement”)
20 attached as Exhibit 1 to the Declaration of Aaron Gundzik in Support of the Motion for
21 Final Approval of Class Action and PAGA Settlement.

22 4. This Court has jurisdiction over the subject matter of this action (the
23 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
24 Class Members.

25 5. The terms used in this Order have the meaning assigned to them in the
26 parties’ Settlement Agreement.

1 6. The Court finds that the Settlement Class consists of all individuals who were
2 employed by Galitz and allegedly employed by Podicare and WTN in California as non-
3 exempt employees during the Class Period (August 19, 2017 through July 19, 2022).

4 7. The Settlement Class Period shall begin on August 19, 2017 and end on July
5 19, 2022.

6 8. Aggrieved Employee means a member of the Class who was employed by
7 Defendants at any time during the PAGA Period (August 19, 2020 through July 19, 2022).

8 9. In settlement, Defendants will pay the gross amount of \$1,675,000. From this
9 gross amount, the parties propose to deduct \$6,750 in fees to be paid to the Settlement
10 Administrator, a Service and Release Payment to the Representative Plaintiff in the amount
11 of \$10,000, \$37,500 to the California Labor and Workforce Development Agency, \$12,500
12 to the Aggrieved Employees, Class Counsel's costs of \$13,958.36, and Class Counsel's
13 attorneys' fees of \$558,333, which is justified in light of the benefit to the Class.

14 10. The amount remaining, after deductions approved by the Court, will be
15 distributed to Settlement Class Members based on the number of Qualifying Workdays each
16 Settlement Class Member was employed by Defendants in California during the Class
17 Period.

18 11. No Settlement Class Members filed requests to be excluded from the
19 settlement. Therefore, all members of the Settlement Class will receive a settlement payment
20 and be bound by the releases and Judgment.

21 12. Neither the settlement, nor any of the terms set forth in the Settlement
22 Agreement, constitute any admission by Defendants, or any of the other Released Parties, of
23 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
24 Order constitute a finding by the Court of the validity of any of the claims alleged in the
25 Action, or of any liability of Defendants or any of the other Released Parties.

26 13. The Court finds that the Notice of Class Action Settlement ("Notice of
27 Settlement") has been mailed to all Class Members as previously ordered by the Court, and
28 that such Notice of Settlement fairly and adequately described the terms of the proposed

1 Settlement Agreement, the manner in which the Class Members could object to or
2 participate in the settlement, and the manner in which Class Members could opt out of the
3 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
4 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court
5 3.769, due process and all other applicable laws. The Court further finds that a full and fair
6 opportunity has been afforded to Class Members to participate in the proceedings convened
7 to determine whether the proposed Settlement Agreement should be given final approval.

8 14. The Court finally approves of the distribution of the Net Settlement Amount
9 to the Settlement Class Members. Settlement Class Members are not required to submit a
10 claim form in order to receive payment. Rather, the gross amount paid to each Settlement
11 Class Member will be based on the number of Qualifying Workdays (as defined in the
12 Settlement Agreement) each Settlement Class Member worked for Defendants in California
13 during the Class Period.

14 15. The Court finds that the Settlement Agreement is fair, reasonable and
15 adequate as to the Settlement Class, the named Plaintiff and Defendants, and is the product
16 of good faith, arms' length negotiations between the parties, and further, that the Settlement
17 Agreement is consistent with public policy, and fully complies with all applicable provisions
18 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
19 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
20 \$1,675,000 ("Gross Settlement Amount") as follows:

21 a. The Court approves of the payment of Settlement Administration Costs of
22 \$6,750 to Phoenix Settlement Administrators.

23 b. The Court approves of a Service and Release Payment in the amount of
24 \$10,000 to Representative Mary Hughes, as payment for her time and efforts in pursuing
25 this Action, for the risks she has undertaken, and as additional compensation for the
26 expanded release she is providing;

27 c. The Court approves of Class Counsel's attorneys' fees request of \$558,333,
28 which is one-third of the Gross Settlement Amount, finding that it is reasonable in light of

1 the benefit provided to the Class, to be distributed pursuant to the provisions of Paragraph
2 16 of this Order;

3 d. The Court approves of Class Counsel's request for reimbursement of
4 litigation costs and expenses in the amount of \$13,958.36;

5 e. The Court approves of a payment to the Labor and Workforce Development
6 Agency ("LWDA") in the amount of \$37,500 and a payment of \$12,500 to the Aggrieved
7 Employees (to be distributed based on the number of Qualifying Workdays that they worked
8 during the PAGA Period) in settlement of claims under the California Labor Code Private
9 Attorneys General Act ("PAGA");

10 f. The Court approves of payment of the remainder of the Gross Settlement
11 Amount (the "Net Settlement Amount"), approximately \$1,035,958.64, to the Settlement
12 Class Members pursuant to the terms of the Settlement Agreement, Paragraph IV(L), and
13 that all settlement payments be deemed twenty percent wages and eighty percent
14 unreimbursed expenses, interest and penalties.

15 g. If a Settlement Class Member's settlement check(s) is not cashed within 180
16 days of issuance, it shall be voided and the funds from all such uncashed checks shall be
17 sent to the California State Controller as unclaimed property in the name of the Settlement
18 Class Member.

19 16. The Court approves of the following implementation schedule for further
20 proceedings:

21 • Settlement Effective Date: Pursuant to Paragraph II(N) of the Settlement
22 Agreement, the Effective Date is the date of entry of this "Final Approval Order," as there
23 have been no objections to the settlement.

24 • Deadline for Defendants to deliver the Gross Settlement Amount of
25 \$1,675,000 to the Settlement Administrator: Within ten (10) calendar days after the
26 Effective Date.

27 • Mailing of Payments to Class Members: Within ten (10) days of Defendants'
28 deposit of the Gross Settlement Amount with the Settlement Administrator.

- 1 • Payment to the Class Representative: Within ten (10) days of Defendants’
2 deposit of the Gross Settlement Amount.
- 3 • Payment to Class Counsel of Class Counsel’s attorneys’ fees and Class
4 Counsel’s costs: Within ten (10) days of Defendants’ deposit of the Gross Settlement
5 Amount.
- 6 • Payment to the Settlement Administrator: Within ten (10) days of
7 Defendants’ deposit of the Gross Settlement Amount.
- 8 • Final Report from the Settlement Administrator: After final distribution of
9 Net Settlement Fund.
- 10 17. A non-appearance review is set for _____. If a satisfactory
11 compliance status report is filed at least 5 court days before the compliance hearing, no
12 appearances will be required.

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Dated: _____
_____ Hon. Yvette M. Palazuelos

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On August 10, 2023, I served the following document described as

- **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on August 10, 2023, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Hughes, et al. v. Jeffrey Lee Galitz, MD, a Professional Medical Corporation**

Case Info: **21STCV30732, Los Angeles Superior Court**

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Mary Beth Hughes, et al.

The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.