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Attorneys for Plaintiff NATASHA R. VALENZUELA
on behalf of herself and others similarly situated

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

NATASHA R. VALENZUELA, an individual
and on behalf of herself and others similarly
situated,

Plaintiff,

v.

NETWORK MEDICAL MANAGEMENT,
INC., a California stock corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No.: 21STCV39548

CLASS ACTION

Assigned for All Purposes To:

Hon. Elihu M. Berle

Dept.: 6, Spring Street Courthouse

**~~AMENDED [PROPOSED]~~ FINAL
JUDGMENT**

Following Motion for Final Approval hearing:

Date: December 23, 2024

Time: 11:00 a.m.

Department 6

Original Complaint Filed: October 26, 2021

Amended Complaint Filed: January 6, 2022

Trial Date: None set.

1 **FINAL JUDGMENT**

2 The Court has considered the motion for final approval (“Final Approval Motion”) of the
3 parties’ Stipulation and Agreement to Settle Class Action (“Settlement Agreement”) between
4 Plaintiff NATASHA R. VALENZUELA (hereinafter “Plaintiff”), on behalf of herself and all other
5 similarly situated employees of Defendant NETWORK MEDICAL MANAGEMENT, INC.
6 (“Defendant”) (collectively, “the parties”) and Defendant. The Court is entering its Order Granting
7 Final Approval of the Settlement Agreement following a review of the motion for Final Approval
8 documents, the final fairness and approval hearing conducted on December 23, 2024, and
9 following counsel’s submission of documents supporting final approval.

10 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

11 1. The Court hereby enters final judgment in accordance with the terms of the
12 parties’ submitted Settlement Agreement and the Order granting final approval, which are
13 incorporated herein by this reference as though set forth in full.

14 2. The “Class” or “Class Members” are defined as all current and former non-
15 exempt, hourly employees who worked for Defendant in California at any time during the Class
16 Period. “Class Period” is defined as the time period from October 26, 2017 through July 15,
17 2022. The “No Workstation Subclass” is defined as all current and former California employees
18 of Defendant who were employed by Defendant at any time during the Class Period and who did
19 not have an assigned workstation at Defendant’s place of business during the Class Period.
20 “PAGA Group” is defined as all current or former employees who worked for Defendant in
21 California at any time between October 26, 2020 and the date of preliminary approval of the
22 settlement (October 11, 2023) (the “PAGA Period”). There are 1,531 Settlement Class Members
23 and there were no objectors and two requests for exclusion, resulting in 1,529 Participating
24 Claimants and a participation rate of 99.35%. The two exclusions were: (1) Charles Liu; and (2)
25 Norman A. Decker.

26 3. Given there are no objectors or intervenors, the Court hereby orders and instructs
27 Defendant to fund the Qualified Settlement Fund, which shall be an interest-bearing account
28 maintained by the Settlement Administrator ILYM Group, Inc., by the Effective Date of no later

1 than fourteen (14) calendar days after the Court grants final approval of this Settlement, enters
2 Final Judgment, and notice of entry thereof is served on Defendant. The employer's share of
3 payroll taxes shall not be paid from the Settlement Sum and shall remain the sole obligation of
4 Defendant. Within 10 days of Defendant fully funding the Qualified Settlement Fund, the
5 Settlement Administrator will then distribute the Settlement funds in accordance with the
6 Settlement Agreement and the Court's orders and rulings from the hearing.

7 4. After finding the parties' Settlement Agreement reasonable and granting its final
8 approval, the Court awarded the following: (1) Representative Enhancement Award to Plaintiff
9 for \$5,000.00; (2) Attorney's Fees to Class Counsel of \$160,000.00 as one-third of the Gross
10 Settlement Amount of \$480,000.00; (3) Attorneys' Litigation Costs incurred of \$14,523.76; and
11 (4) Settlement Administration expenses to ILYM Group of \$12,500.00;

12 5. Following the wiring of the settlement sum to the Qualified Settlement Fund, the
13 released claims as to the released parties will be effective. "Released Claims" collectively refers
14 to the Released Class Claims and Released PAGA Claims. "Released Class Claims" includes all
15 claims and all California Labor Code violations that were alleged, or reasonably could have been
16 alleged, based on the Class Period facts stated in the First Amended Complaint and ascertained
17 in the course of the Action including, without limitation, any and all claims involving any
18 alleged failure to reimburse business expenses, and "Released PAGA Claims" is defined to
19 include any claim for civil penalties or other recovery under PAGA or related Labor Code
20 penalty provisions alleged to be triggered by violation of any Labor Code provision or Wage
21 Order provision set forth in the First Amended Complaint or the PAGA Notice Letter.

22 6. This Judgment is binding as of the Effective Date on the Plaintiff and each
23 Settlement Class Member who has not been excluded from the Settlement Class, and said terms
24 shall have a *res judicata* and other preclusive effect to the fullest extent allowed under the law in
25 all pending and future claims, lawsuits, or other proceedings involving the Released Claims. The
26 Judgment will also bind Plaintiff, the PAGA Group, and the State of California and have a *res*
27 *judicata* and other preclusive effect to the fullest extent allowed under the law in all pending and
28 future claims, lawsuits, or other proceedings involving the claims covered by the PAGA Release.

1 7. “Released Parties” is defined as Defendant NETWORK MEDICAL
2 MANAGEMENT, INC., and it respective present and former parents, owners, subsidiaries, and
3 any affiliated o related persons or entities and each of their respective officers, directors,
4 employees, partners, shareholders, attorneys and agents and any other successors, assigns, or
5 legal representatives.

6 8. This Judgment when entered will be posted on the case web page maintained by
7 Settlement Administrator ILYM Group, Inc. until the final distribution of the Settlement funds.
8 No further notice of the entry of this Judgment needs to be provided to Settlement Class
9 Members, aside from the mailing of their individual settlement payment checks after Defendant
10 funds the Qualified Settlement Fund and as set forth in the Final Approval Order.

11 9. The Court set an Order to Show Cause Re: Compliance with the Terms of the
12 Settlement is scheduled for August 21, 2025, at 08:30 AM in Department 6 at Spring Street
13 Courthouse, and set a deadline of August 11, 2025 for Plaintiff to provide a report in advance of
14 the OSC including a Declaration from the Settlement Administrator regarding its distribution of
15 the Settlement Fund.

16 10. Pursuant to the Settlement, C.C.P. § 664.6, and C.R.C. 3.769(h), the Court retains
17 jurisdiction over the Plaintiff, all Settlement Class Members, and Defendant for the purposes of
18 enforcing the Settlement and this Judgment.

19 11. This Judgment is intended to be a final disposition of the above-captioned action
20 in its entirety and is intended to be immediately appealable. Subject to the Court’s continuing
21 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**



Elihu M. Berle

23
24 Dated: January 17, 2025

Elihu M. Berle / Judge

Hon. Elihu M, Berle
Judge of the Superior Court