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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KANDACE BATTLE and RACHEL
CHRISTINA GOODWIN, individually, and on
behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act,

Plaintiffs,

v.

CALIFORNIA CLINIC MANAGEMENT, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2023-00039498-CU-OE-CTL

PAGA REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Lauren G.
Freestone, Dept. C-64]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT**

Approval Hearing Date

Date: May 9, 2025

Time: 10:30 a.m.

Dept.: C-64

Complaint filed: September 12, 2023

FAC filed: April 11, 2025

Trial date: Not Set

[PROPOSED] ORDER

This matter came on for hearing on May 9, 2025 at 10:30 a.m. in Department C-64 of the above-entitled Court, the Honorable Lauren G. Freestone presiding. Based on the pleadings on record, all papers submitted in connection with Plaintiffs' Notice of Motion and Motion to Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Motion is GRANTED.

The Court approves the Stipulation and Agreement for PAGA Representative Action Settlement ("Settlement") entered into by Plaintiffs Kandace Battle and Rachel Christina Goodwin (collectively, "Plaintiffs") and Defendant California Clinic Management, LLC ("Defendant," and together with Plaintiffs, the "Parties"), and hereby ORDERS as follows:

1. Defendant shall pay the Gross Settlement Amount of \$700,000.00 according to the terms of the Settlement.

2. The Net Settlement Amount means the Gross Settlement Amount minus the following: (a) \$233,333.33 allocated to Attorneys' Fees; (b) \$18,859.65 allocated to litigation costs; (c) \$15,000.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to each Plaintiff as a Service Award (\$20,000.00 total).

(a) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm and Ferraro Vega Employment Lawyers, of Attorneys' Fees in the amount of Two Hundred and Thirty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$233,333.33), to be paid from the Gross Settlement Amount.

(b) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm and Ferraro Vega Employment Lawyers, of litigation costs in the amount of Eighteen Thousand Nine Hundred and Nine Dollars and Sixty Five Cents (\$18,859.65), to be paid from the Gross Settlement Amount.

(c) The Court approves payment to the Settlement Administrator, CPT Group, Inc., for its reasonable costs and fees to administer the Settlement of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), to be paid from the Gross

Settlement Amount.

(d) The Court approves Ten Thousand Dollars (\$10,000.00) each or Twenty Thousand Dollars (\$20,000.00) total to be paid to each named Plaintiff as a Service Payment for their efforts as named plaintiffs and representatives for other Aggrieved Employees and the State of California and for their general release, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from June 22, 2021 through _____.

5. The “Aggrieved Employees” are defined as all current and former hourly, non-exempt employees who performed work for Defendant in California during the PAGA Period.

6. “Effective Date” shall be the later of: (i) the 61st day after service of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are no longer subject to further judicial review.

7. “Released Claims” means all claims or causes of action for PAGA penalties that were, or could have been asserted based on the facts in Representative Plaintiffs’ May 27, 2022 and July 7, 2023 notice letters to the LWDA and in the operative complaint in the Actions, pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., based on the alleged violations of Labor Code §§ 201-204, 206, 206.5, 210, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, 2802, and the applicable IWC California Wage Orders, whether for civil penalties or attorneys’ fees and costs, arising out of the PAGA Claim at issue, including: failure to pay for all hours worked; failure to pay minimum wages for all hours worked; failure to calculate and pay all overtime wages earned;

1 failure to provide meal periods and pay meal period premiums at the regular rate of pay; failure to
2 provide rest breaks and pay rest break premiums at the regular rate of pay; failure to pay all wages
3 in full and on time during employment; failure to maintain accurate records; failure to pay all
4 wages due upon termination; failure to provide accurate itemized wage statements; failure to
5 indemnify employees for necessary expenditures incurred in discharge of duties; failure to provide
6 sick pay and COVID-19 supplemental sick pay.

7 8. “Released Parties” means Defendant and each of its subsidiaries, affiliates, parent
8 companies, shareholders, members, owners, officers, employees, attorneys, representatives,
9 agents, insurers, predecessors, successors, and assigns, and any individual or entity which could
10 be jointly liable with Defendant.

11 9. The Aggrieved Employees and the State of California are bound by the release
12 outlined in Paragraph 34 of the Settlement Agreement, which states:

13 a. Terms of Release. Upon the Funding Date, as defined below, in exchange
14 for the consideration recited in this Settlement Agreement, Representative
15 Plaintiffs, as the representatives for the State of California and all Aggrieved
16 Employees, and on behalf of their current, former, and future heirs, executors,
17 administrators, attorneys, agents, and assigns will forever completely release and
18 discharge the Released Parties of any and all Released Claims, as defined in
19 Paragraph 16 [of the Settlement and Paragraph 8 of this Order]. The Aggrieved
20 Employees and the State of California are deemed by operation of the Final Order
21 and Judgment to have agreed not to sue or otherwise make a claim against any of
22 the Released Parties for any Released Claims. The release will not be effective until
23 Defendant has made all payments due under the terms of this Settlement Agreement.
24 The Representative Plaintiffs do not release any Aggrieved Employee’s claim for
25 wages or damages.

26 b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee
27 will have any claim against any of the Released Parties, Defendant’s counsel, the
28 Representative Plaintiffs, or PAGA Counsel, based on errors in administering

claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

10. Plaintiffs are bound by the release outlined in Paragraph 34 of the Settlement Agreement as Aggrieved Employees and by the release outlined in Paragraph 35 of the Settlement Agreement, which states:

a. Terms of Release. Upon the Funding Date, as defined below, in exchange for the consideration recited in this Settlement Agreement, including the Representative Plaintiff Enhancement Awards, the Representative Plaintiffs, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and discharge the Released Parties from all claims (known or unknown) which they have, had or might otherwise have had against the Released Parties, from the beginning of time to the date they sign this Agreement, regarding any aspect of their employment including, but not limited to, the Released Claims, any common law or statutory torts, any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages or any other compensation or benefit.

b. California Civil Code Section 1542. Upon the Funding Date, as defined below, the Representative Plaintiffs will be deemed to have, and by operation of the Final Order and Judgment will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

c. No Other Actions. The Representative Plaintiffs are deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of the Released Parties based upon any action, event, or occurrence prior to the date the Representative Plaintiffs sign this Settlement Agreement.

11. PAGA Counsel are bound by the release outlined in Paragraph 36 of the Settlement Agreement, which states:

Upon the Funding Date, as defined below, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and costs incurred in connection with the facts and theories alleged in the Complaints, the PAGA notices, and the Released Claims.

12. The "Funding Date" is defined as the later of 30 calendar days of the Effective Date or May 30, 2025. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

13. The amount of each Aggrieved Employee's Individual PAGA Payment will be calculated as follows: For each individual, this share is calculated as the number of PAGA pay periods worked by the individual within Settlement Period divided by the total number of PAGA pay periods worked by all individuals during the same period and multiplied by the PAGA Aggrieved Employee Payment.

14. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

15. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's terms.

16. Plaintiffs' counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

1 17. The above-referenced action and all claims asserted by Plaintiffs individually and
2 in a representative capacity are hereby dismissed with prejudice.

3 18. Plaintiffs shall give notice.
4

5 DATE:

Honorable Hon. Lauren G. Freestone
San Diego County Superior Court Judge