

1 Alan Harris (SBN 146079)
2 Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Avenue, 17th Fl.
3 Glendale, California 91203
Telephone: 323.962.3777
4 Facsimile: 323.962.3004
aharris@harrisandruble.com
5 pmohan@harrisandruble.com

6 Attorneys for Plaintiff Erlinda Prado

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

19 Defendants.
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Case No. 25STCV08710

Assigned to Hon. Laura A. Seigle, Dept. 17

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 26, 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 **TO EACH PARTY AND TO EACH ATTORNEY OF RECORD:**

2 **WHEREAS**, the Court has before it the unopposed motion by Plaintiff Erlinda Prado
3 (“Plaintiff”) for preliminary approval of a proposed class-action settlement;

4 **WHEREAS**, Plaintiff made an application for an order preliminarily approving the settlement of
5 this action, in accordance with the Class Action and PAGA Settlement Agreement and Class Notice
6 (“Settlement”) that set forth the terms and conditions for a proposed settlement of the litigation upon the
7 terms and conditions set forth therein;

8 **WHEREAS**, the Court has read and considered the Motion for Preliminary Approval and
9 supporting Declarations of Alan Harris, Erlinda Prado, Lisa Mullins (of ILYM Group, Inc.), and David
10 J. Fishman;

11 **WHEREAS**, all defined terms contained herein have the same meanings as those set forth in the
12 Settlement;

13 **IT IS HEREBY ORDERED:**

14 1. The Court hereby preliminarily approves the Settlement as being within the range of
15 possible approval and as disclosing no grounds to doubts as to its fairness.

16 2. The Settlement has been negotiated at arm’s-length and is preliminarily determined to be
17 fair, reasonable and adequate, pending final hearing and approval.

18 3. Solely for purposes of the proposed Settlement, a Settlement Class is hereby
19 provisionally certified pursuant to section 382 of the California Code of Civil Procedure as follows: For
20 the period from March 25, 2021 through August 7, 2025, all individuals employed by Defendants as
21 non-exempt hourly employees in California (the “Settlement Class”).

22 4. Solely for purposes of the proposed settlement, the Court does hereby preliminarily
23 approve (a) Alan Harris and Priya Mohan of Harris & Ruble as Class Counsel; and (b) Erlinda Prado as
24 Class Representative.

25 5. No later than 15 days after the Court grants preliminary approval of the Settlement,
26 Defendants shall deliver the Class Data to the Administrator. No later than 14 days after receiving the
27 Class Data, the Administrator shall serve the proposed Notice to Class Members as stated in the
28 Settlement.

1 6. The deadline for the postmark on any Request for Exclusion and any Objection is as
2 stated in the Settlement.

3 7. The deadline for Class Counsel to file a Motion for Final Approval of Settlement
4 (including any responses to any objections) and Motion for Attorney's Fees and Costs is 16 court days
5 prior to the final approval hearing.

6 8. On _____, at _____ a.m./p.m. or on such other date and time
7 as the Court may hereafter designate, a final fairness hearing shall be held before this Court, in
8 Department 17 or in such other Department as the Court may hereafter designate, to determine (a)
9 whether the proposed resolution of the litigation on the terms and conditions provided for in the
10 Settlement is fair, reasonable, and adequate and (b) the amount of attorney's fees and costs that should
11 be awarded to Class Counsel and the amount of an incentive payment that should be awarded to the
12 Class Representative.

13 9. ILYM Group, Inc. is appointed as the third-party Settlement Administrator.

14 10. The Settlement Administrator shall supervise and administer the notice procedure as
15 more fully set forth in the Settlement.

16 11. All Class Members who do not exclude themselves from the Settlement shall be bound
17 by all determinations and judgments in the litigation concerning the Settlement, whether or not favorable
18 to the Settlement Class. Any Class Member who wishes to be excluded from the Settlement Class and
19 not participate in the proposed Settlement must submit a request for exclusion as more fully set forth in
20 the Agreement. However, PAGA Settlement Members may not opt out of the PAGA claim and will
21 receive their portion of the PAGA Penalty.

22 12. The Court reserves the right to adjourn the date of the final approval hearing without
23 further notice to the Class Members, and the Court retains jurisdiction to consider all further applications
24 arising out of or connected with the proposed Settlement.

25 **IT IS SO ORDERED.**

26 DATED: _____

27 _____
28 The Honorable Laura A. Seigle
Los Angeles Superior Court Judge

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PROOF OF SERVICE

I am an attorney for the plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 N. Central Ave., 17th Floor, Glendale CA, 91203. On December 8, 2025, I served the within documents:

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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

David Fishman
BALLARD ROSENBERG GOLPER & SAVITT, LLP
15760 Ventura Blvd., 18th Floor
Encino, CA 91436
dfishman@brgslaw.com
adimario@brgslaw.com
laguilar@brgslaw.com
nmunn@brgslaw.com

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

I declare under penalty of perjury that the above is true and correct. Executed on December 8, 2025, at Los Angeles, California.



Priya Mohan