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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF KERN**

JON RILEY and LESHAY STREETER,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

BEST PRACTICE MEDICINE, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. BCV-22-102688

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: October 29, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. Thomas S. Clark
Dept.: 17

Action Filed: October 11, 2022
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on November 7, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: November 14, 2025 **BLUMENTHAL NORDREHAUG BHOWMIK**
7 **DE BLOUW LLP**

8 By: */s/ Kyle Nordrehaug*
9 Kyle R. Nordrehaug
 Attorneys for Plaintiff

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On November 14, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8 X (BY ELECTRONIC SERVICE): Pursuant to CCP §1010.6, I provided the documents
9 referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the
10 following confirmed e-mail address(es):

11 Amber S. Healy
12 Hailey Oberst
13 BUCHALTER
14 1000 Wilshire Boulevard, Suite 1500
15 Los Angeles, CA 90017-1730
16 Emails: ahealy@buchalter.com; hoberst@buchalter.com;

17 Attorneys for Defendant

18 __X__ (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
19 Labor Workforce Development Agency via online process at the PAGA Filing website in
20 accordance with the procedure imposed by the LWDA.

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

23 Executed on November 14, 2025, at La Jolla, California.

24 By: */s/ Kyle Nordrehaug*
25 Kyle R. Nordrehaug, Esq.

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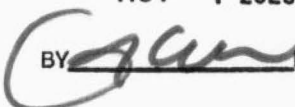
10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiffs

FILED
SUPERIOR COURT OF CA, COUNTY OF KERN

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BY  DEPUTY

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

JON RILEY and LESHAY STREETER,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

BEST PRACTICE MEDICINE, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **BCV-22-102688**


**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: October 29, 2025
Hearing Time: 8:30 a.m.

Judge: Hon. Thomas S. Clark
Dept.: 17

Action Filed: October 11, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Leshay Streeter and Jon Riley ("Plaintiffs") for an order finally
2 approving the class action settlement of this action between Plaintiffs and Defendant Best Practice
3 Medicine, LLC ("Defendant") came on for hearing on October 29, 2025 before the Honorable
4 Thomas S. Clark.

5 The Court issued a tentative ruling which was not contested. The tentative ruling was
6 confirmed as the final ruling of the Court, and therefore the motion is GRANTED, as set forth
7 below.

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9 **I.**

10 **FINDINGS**

11 Based on the oral and written argument and evidence presented in connection with the
12 motion, the Court makes the following findings:

13 1. All terms used herein shall have the same meaning as defined in the Class Action
14 and PAGA Settlement Agreement (the "Agreement").

15 2. This Court has jurisdiction over the subject matter of this litigation pending before
16 the California Superior Court for the County of Kern, and over all Parties to this litigation,
17 including the Class.

18 3. Based on a review of the papers submitted by Plaintiffs and a review of the
19 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Five
20 Thousand Dollars (\$705,000) and the terms set forth in the Agreement are fair, reasonable, and
21 adequate.

22 4. The Court further finds that the Agreement was the result of arm's length
23 negotiations conducted after Class Counsel had adequately investigated the claims and became
24 familiar with the strengths and weaknesses of those claims. In particular, the amount of the Gross
25 Settlement Amount, the significant risks relating to certification, liability, and damages issues, and
26 the assistance of an experienced mediator in the settlement process, among other factors, support
27 the Court's conclusion that the Settlement is fair, reasonable, and adequate.
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1 **Preliminary Approval of the Settlement**

2 5. On March 27, 2025, the Court granted preliminary approval of the Agreement. At
3 this same time, the Court approved conditional certification of the Class for settlement purposes
4 only. The Court also approved the form and method of the Class Notice, appointed Plaintiffs as
5 the Class Representatives, appointed Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
6 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Samuel A. Wong, Kashif
7 Haque, and Jessica L. Campbell of Aegis Law Firm, PC as Class Counsel for the Class, and
8 appointed ILYM Group as the Administrator.

9 **Notice to the Class**

10 6. In compliance with the Preliminary Approval Order, the Class Notice Packet was
11 mailed by first class mail to members of the Class at their last known addresses on or about May
12 27, 2025. Mailing of the Class Notice to their last known addresses was the best notice practicable
13 under the circumstances and was reasonably calculated to communicate actual notice of the
14 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
15 fully and accurately informed the Class Members of all material elements of the proposed
16 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
17 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
18 laws of the State of California, the United States Constitution, due process and other applicable
19 law. The Class Notice fairly and adequately described the Settlement and provided Class
20 Members adequate instructions and a variety of means to obtain additional information.

21 7. The Response Deadline for opting out of the Class or submitting written objections
22 to the Settlement was July 28, 2025, which Response Deadline was extended by 14 days in the
23 event of a re-mailing. There was an adequate interval between notice and the deadline to permit
24 Class Members to choose what to do and act on their decision. A full opportunity has been
25 afforded to the Class Members to participate in this hearing, and all Class Members and other
26 persons wishing to be heard have been heard. Class Members also have had a full and fair
27 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
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1 Court determines that all Class Members who did not timely and properly submit a request for
2 exclusion in accordance with the Agreement are bound by the settlement and this Final Approval
3 Order and Judgment.

4 **Fairness Of Settlement**

5 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
6 48 Cal.App.4th 1794, 1801 (1996).

7 a. The settlement was reached through arm's-length bargaining between the
8 parties during an all-day mediation before Monique Ngo-Bonici, a respected and experienced
9 mediator of wage and hour class actions. There has been no collusion between the parties in
10 reaching the proposed settlement.

11 b. Plaintiffs' investigation and discovery have been sufficient to allow the
12 Court and counsel to act intelligently.

13 c. Counsel for both Parties are experienced in similar employment class action
14 litigation. All counsel recommended approval of the Agreement.

15 d. The percentage of objectors and requests for exclusion is small. No
16 objections were received. Two (2) requests for exclusion were received.

17 9. The consideration to be given to the Class Members under the terms of the
18 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
19 asserted in this action and is fair, reasonable and adequate compensation for the release of
20 Participating Class Members' and Aggrieved Employees claims, given the uncertainties and
21 significant risks of the litigation and the delays which would ensue from continued prosecution of
22 the action.

23 10. The Agreement is approved as fair, adequate and reasonable and in the best
24 interests of the Class Members.

25 **Attorneys' Fees and Costs**

26 11. A Class Counsel Fees Payment award of \$235,000, and Class Counsel Litigation
27 Expenses Payment award of \$23,757.94 are reasonable, in light of the contingent nature of Class
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1 Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel.
2 The requested awards have been supported by Class Counsel's lodestar and billing statement.

3 **Class Representative Service Payments**

4 12. The Agreement provides for Class Representative Service Payments of not more
5 than \$7,500 each to the Plaintiffs, subject to the Court's approval. The Court finds that the Class
6 Representative Service Payments in the amount of \$7,500 each to the Plaintiffs are reasonable in
7 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
8 in bringing and prosecuting this matter on behalf of the Class, and for their execution of the
9 general release.

10 **Administration Expenses Payment**

11 13. The Administrator shall calculate and administer the payment to be made to the
12 Participating Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
13 transmit the Class Representative Service Payments to the Plaintiffs, distribute the PAGA
14 Penalties, issue any required tax reporting forms, calculate withholdings and perform the other
15 remaining duties set forth in the Agreement. The Administrator has documented \$7,550 for the
16 Administration Expenses Payment, and this amount is reasonable in light of the work performed
17 by the Administrator.

18 **PAGA Penalties**

19 14. The PAGA Penalties amount of \$15,000 is approved and shall be paid out of the
20 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
21 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
22 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
23 Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay
24 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
25 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all
26 individuals who were employed by Defendant in the State of California and classified as non-
27 exempt employees at any time during the PAGA Period which is June 8, 2021, through May 28,
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1 2024. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be
2 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
3 of the Class Settlement.

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5 **II.**

6 **ORDERS**

7 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

8 15. The certification of the Class for the purposes of settlement is confirmed. The Class
9 is defined as follows:

10 All individuals who were employed by Defendant in the State of California and
11 classified as non-exempt employees at any time during the Class Period (August
12 12, 2018 through May 28, 2024).

13 16. All persons who meet the foregoing definition are members of the Class, except
14 for those individuals who timely submitted a valid request for exclusion ("opt out") from the
15 Class. The two (2) individuals who are excluded from the Class are Erika Wilkinson and Stephen
16 Parker.

17 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
18 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
19 the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the
20 Agreement, by transmitting the funds to the Administrator no later than thirty (30) days after the
21 Effective Date.

22 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$235,000
23 and Class Counsel Litigation Expenses Payment in the amount of \$23,757.94. Class Counsel shall
24 not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
25 members of the Class.

26 19. The payment of the Class Representative Service Payments in the amount of
27 \$7,500 each to the Plaintiffs is approved.

1 20. The payment of \$7,550 to the Administrator as the Administration Expenses
2 Payment is approved.

3 21. The PAGA Penalties are approved and shall be allocated as set forth in the
4 Agreement.

5 22. A Participating Class Member must cash his or her Individual Class Payment check
6 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her
7 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
8 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
9 send the affected Participating Class Member and/or Aggrieved Employee a reminder notice
10 informing him or her that unless the check is cashed in the next 60 days, it will expire and become
11 non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the
12 check remains uncashed by the expiration of the 180-day period, the funds from such uncashed
13 checks shall be paid to California Controller's Unclaimed Property Fund in the name of the Class
14 Member thereby leaving no "unpaid residue" subject to the requirements of California Code of
15 Civil Procedure Section 384, subd. (b).

16 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
17 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
18 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
19 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
20 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
21 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
22 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
23 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
24 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
25 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
26 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
27 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
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1 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
2 Released PAGA Claims.

3 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
5 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members.

8 25. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions as of before entering into the Agreement, and expressly reserve
12 their respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not be
14 certified as a class action and/or managed as a representative action.

15
16 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

17 26. The Court hereby enters final judgment in this case in accordance with the terms of
18 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

19 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
20 Plaintiff, and all members of the Class, shall take nothing in the Action.

21 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
22 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
23 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
24 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
25 the distribution of settlement benefits.

26 29. The Parties are authorized to agree to and to adopt such amendments, modifications
27 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
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1 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
2 under the Agreement, subject to Court approval.

3 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 31. As of the Effective Date and upon full finding of the Gross Settlement Amount and
6 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
7 Defendant, all Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
10 claims that were alleged, or reasonably could have been alleged, based facts stated in the
11 Operative Complaint which occurred during the Class Period during employment in a non-exempt
12 position in California. Except as expressly set forth in the Agreement, Participating Class
13 Members do not release any other claims, including claims for vested benefits, wrongful
14 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
15 disability, social security, workers' compensation, or claims based on facts occurring outside the
16 Class Period. The "Released Parties" are Defendant and each of its former and present officers,
17 employees, governing boards, insurers, reinsurers, attorneys, successors, representatives, agents,
18 consultants, or assignees.

19 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
20 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
21 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
24 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
25 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
26 Notice, which occurred during the PAGA Period during employment in a non-exempt position in
27 California. The Released PAGA Claims do not include other PAGA claims, underlying wage and
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1 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability
2 and worker's compensation, and claims outside of the PAGA Period.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: 11-7-25

6 
7 HON. THOMAS S. CLARK
8 JUDGE, SUPERIOR COURT OF CALIFORNIA
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