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As an individual on behalf of herself and
8 on behalf of all others similarly situated and aggrieved

9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 RENEE MAOZ, as an individual on behalf of
13 herself and on behalf of all others similarly
14 situated,

15 Plaintiff,

16 v.

17 DLV VISION MANAGEMENT, LLC, a
18 California limited liability company; DLV
VISION ASC, LLC, a California limited
19 liability company; PAUL J. DOUGHERTY,
M.D., INC., a California corporation; ADV
20 VISION, LLC; a Delaware Limited Liability
21 Company; and DOES 1-100, inclusive,

22 Defendants.
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CASE NO. 22STCV33937

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS, AND JUDGMENT
THEREON

Date: December 4, 2024
Time: 10:00 a.m.
Dept.: SSC-12

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of Nikki Trenner (filed on April 3, 2024) (the "Settlement Agreement"), is the
8 product of arms-length negotiations between the parties and the terms of the Settlement
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
12 obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May
14 29, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
16 non-exempt employees that worked for Defendants DLV Vision Management, LLC, DLV Vision
17 ASC, LLC, Paul J. Dougherty, M.D., Inc., and ADV Vision, LLC ("Defendants") at any location
18 in California at any time during the Class Period April 24, 2018 to September 18, 2023.

19 4. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, release the Released Parties (as defined in the Settlement
22 Agreement) from any and all claims that were alleged, or reasonably could have been alleged,
23 based on the facts set forth in the Operative Complaint that arose during the Class Period
24 including, e.g., claims for: (a) failure to pay minimum wages and liquidated damages; (b) failure
25 to pay overtime wages; (c) failure to provide compliant meal periods or compensation in lieu
26 thereof; (d) failure to provide compliant rest periods or compensation in lieu thereof; (e) failure to
27 furnish accurate itemized wage statements; (f) failure to timely pay all wages due upon separation
28 of employment; (g) failure to reimburse business expenses; (h) failure to provide and/or properly

1 pay for sick leave; and (i) claims for unfair business practices. (“Released Class Claims”). Except
2 for Plaintiff’s Release by Plaintiff and the PAGA Released Claims, Participating Class Members
3 do not release any other claims, including claims for vested benefits, wrongful termination,
4 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
5 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6 5. The Court further adjudges Plaintiff and all Aggrieved Employees, regardless of
7 whether they are Participating Class Members or Non-Participating Class Members, on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, release the Released Parties from any and all claims for
10 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts set
11 forth in the Operative Complaint and the PAGA Notice that arose during the PAGA Period
12 including, e.g., (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to
13 provide compliant meal period or compensation in lieu thereof; (d) failure to provide compliant
14 rest periods or compensation in lieu thereof; (e) failure to furnish accurate itemized wage
15 statements; (f) failure to timely pay all wages upon separation of employment; (g) failure to
16 reimbursed business expenses; (h) failure to maintain accurate and complete records; (i) failure to
17 provide and/or properly pay for sick leave; (j) failure to provide and/or properly pay for
18 supplemental paid sick leave; (k) refusal to make payment; (l) statutory wage violations; (m)
19 standard conditions of labor violations; (n) failure to pay vested vacation/paid time off; (o)
20 unlawful agreements; (p) unlawful criminal and/or financial background checks; and (q) failure to
21 timely pay all wages due during employment. Aggrieved Employees only release these claims for
22 the duration of the PAGA Period. (“Released PAGA Claims”). The foregoing release shall be
23 binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res
24 judicata any claim under the PAGA brought by any person, including the Aggrieved Employees,
25 on behalf of the State of California, as to any claims predicated on the Released PAGA Claims

26 6. One individual – Betty Sarkis – submitted a timely and valid Request for
27 Exclusion. This individual is therefore excluded from the Class and is not bound by the
28 Settlement Agreement or this Order and Judgment, except as to the release of the Released PAGA

1 Claims.

2 7. The Settlement Administrator is ordered to distribute to the participating Class
3 Members their respective individual settlement payments from the Net Settlement Amount as
4 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
5 the check void date shall be forwarded to the California State Controller's Unclaimed Property
6 Fund. No funds shall revert to Defendants.

7 8. The Court further orders that the Class Members be provided with notice of this
8 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
9 copy of this Order and Judgment on its website for a period of no less than sixty (60) days.

10 9. The Court approves an award of attorney's fees to Class Counsel's in the amount
11 of \$113,666.67, and an award of costs and expenses in the amount of \$10,000.00. Such amounts
12 shall be paid as provided in the Settlement Agreement.

13 10. The Court approves a service payment to plaintiff and Class Representative Renee
14 Maoz in the amount of \$5,000.00, and the Settlement Administrator is ordered to make such
15 payment consistent with the terms of the Settlement Agreement.

16 11. The Settlement Agreement provides the Settlement Administrator, Phoenix
17 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
18 exceed \$8,500.00. As set forth in the Declaration of Lluvia Islas, the Settlement Administrator is
19 owed \$8,500.00 for services rendered and to be rendered in administering the settlement. The
20 Court therefore orders that Phoenix be paid the amount of \$8,500.00 from the Gross Settlement
21 Amount consistent with the terms of the Settlement Agreement.

22 12. The Court approves payment of \$15,000 from the Gross Settlement Amount for
23 civil penalties under PAGA, and finds the settlement of the PAGA claims is fair, reasonable and
24 adequate, and furthers the purposes underlying PAGA. The PAGA civil penalties shall be
25 distributed 75% to the LWDA and 25% to the Aggrieved Employees on a pro rata basis,
26 consistent with PAGA and the Settlement Agreement.

27 13. A non-appearance compliance review hearing is set for December 3, 2025, at 8:30
28 a.m., in Department SSC-12 of the Los Angeles County Superior Court. The parties are ordered

1 to file a joint compliance report no later than ten (10) calendar days before the non-appearance
2 compliance review hearing.

3 14. Under California Rule of Court 3.769(h), without affecting the finality of this
4 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
5 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
6 judgment contemplated becomes effective and each and every act agreed to be performed by the
7 parties has been performed under the terms of the Settlement Agreement; (2) any other action
8 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
9 enforcement, construction, and interpretation of the Settlement Agreement.

10 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
11 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
12 This Order is not a finding of the validity or invalidity of any claims in this action or a
13 determination of any wrongdoing by any party. The final approval of the parties' settlement will
14 not constitute any opinion, position or determination of this Court as to the merits of the claims or
15 defenses of any party.

16 16. Judgment is hereby entered as follows: Plaintiff Renee Maoz and the Participating
17 Class Members, consisting of all current and former non-exempt employees that worked for
18 Defendants at any location in California at any time during the Class Period April 24, 2018 to
19 September 18, 2023, who have not otherwise opted out, shall take nothing from Defendants,
20 except as set forth in the Settlement Agreement.

21 17. The Court shall retain jurisdiction over the parties to interpret, implement and
22 enforce this Judgment.

23 IT IS SO ORDERED AND ADJUDGED.

24
25 Dated: _____

26 _____
Judge of the Superior Court