

10/22/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
3 Eve Howe, Esq. (SBN 350007)
4 Eric J. Naessig, Esq. (SBN 343081)
5 **LAVI & EBRAHIMIAN, LLP**
6 8889 W. Olympic Blvd., Suite 200
7 Beverly Hills, California 90211
8 Telephone: (310) 432-0000
9 Facsimile: (310) 432-0001
10 Email: jlavi@lelawfirm.com
11 vgranberry@lelawfirm.com
12 ehowe@lelawfirm.com
13 enaessig@lelawfirm.com

14 Attorneys for Plaintiff BERTHA BARRERA
15 on behalf of herself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

18 BERTHA BARRERA, on behalf of herself and
19 others similarly situated,

20 Plaintiff,

21 vs.

22 PEDIATRIC AND FAMILY MEDICAL
23 FOUNDATION; and DOES 1 to 100, inclusive,

24 Defendants.

Case No.: 22STCV36444

CLASS ACTION

[ASSIGNED FOR ALL PURPOSES TO THE
HON. ELAINE LU, DEPT. 9]

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:
Date: August 5, 2025
Time: 8:30 a.m.
Dept.: 9

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff BERTHA BARRERA (“Plaintiff”) against Defendant PEDIATRIC AND FAMILY
3 MEDICAL FOUNDATION CENTER d/b/a EISNER HEALTH (“Defendant”) In the lawsuit,
4 Plaintiff alleges that all current and former non-exempt, hourly employees of Defendant who worked
5 for Defendant at any time from November 17, 2018, through December 31, 2023, Defendant failed
6 to pay minimum wages, regular wages, overtime premiums wages, meal premium wages, and rest
7 period premium wages; failed to comply with meal or rest period requirements; failed to provide
8 proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; failed to
9 timely pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee;
10 and that these actions violated the Labor Code and Business and Professions Code and gave rise to
11 additional civil penalties pursuant to the PAGA.

12 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiff, to members of
13 the putative class, and to allegedly aggrieved employees, and denies that Plaintiff’s claims are
14 appropriate for class or representative treatment.

15 On January 6, 2025, this Court entered an order granting preliminary approval of the class
16 action settlement, resulting in preliminary certification of the following class for settlement purposes
17 only: All current and former non-exempt, hourly employees of Defendant who worked for Defendant
18 at any time during the Class Period, and who have not previously released all known and unknown
19 claims against Defendant. The “Class Period” is the period from November 17, 2018, through
20 December 31, 2023.

21 The Court further directed the Plaintiff to provide notice to the class, which informed absent
22 class members about information about the settlement, including: (a) the proposed settlement, and the
23 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
24 any Class Member to object to the proposed settlement, and an explanation of the procedures to
25 exercise that right; (d) the right of any class member to exclude themselves from the proposed
26 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
27 procedures for class members to participate in the proposed settlement.

28 The Court, upon notice having been given as required in the preliminary approval order, and

1 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
2 **AND ENTERS JUDGMENT AS FOLLOWS:**

3 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
4 including all members of the settlement class.

5 2. The Court finds that the class is properly certified as a class for settlement purposes
6 only.

7 3. The notice provided to the class members conforms with the requirements of
8 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
9 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
10 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
11 the circumstances, by providing individual notice to all class members who could be identified
12 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
13 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
14 requirements of due process, and was the best notice practicable under the circumstances.

15 4. The Court finds the settlement was entered into in good faith, that the settlement is
16 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
17 requirements for final approval of this class action settlement under California law, including the
18 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
19 3.769.

20 5. The Settlement Agreement is not an admission by Defendant, or by any other released
21 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
22 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
24 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
25 concession, or liability whatsoever by or against Defendant or any of the other released parties.

26 6. No Class Members have objected to the terms of the Settlement. No objectors appeared
27 at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement..

28 7. No Class Members have requested to be excluded from the Settlement.

1 8. Defendant shall fund the gross settlement amount of One Million Five Hundred
2 Thousand Dollars and Zero Cents (\$1,500,000.00), plus the amount necessary to pay Defendant's
3 share of payroll taxes, all within 30 days of the Court entering the Final Approval Order/ Judgment.

4 8. In addition to any recovery that Plaintiff may receive under the Settlement, and in
5 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
6 payment of an incentive award to the Plaintiff in the amount of ~~\$9,000.00~~ ^{\$7,500.00}, payable from the gross
7 settlement amount pursuant to the terms of the Settlement Agreement.

8 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
9 \$500,000.00, and the reimbursement of litigation expenses in the sum of \$14,000.00, both payable
10 from the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
11 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
12 percentage of a common fund obtained for the class. The court also has considered the lodestar
13 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
14 actual benefit obtained for the class.

15 10. The Court approves the payment of \$110,000.00 to civil penalties pursuant to the
16 Private Attorneys General Act of 2004, payable from the gross settlement amount. Seventy-five
17 percent of this amount, \$82,500.00, will be paid to the Labor Workforce Development Agency and
18 twenty-five percent, \$27,500.00, will be paid to the Aggrieved Employees as defined in and pursuant
19 to the terms of the Settlement Agreement.

20 11. The Court approves and orders payment in the amount of \$11,750.00 to CPT Group,
21 Inc. for performance of settlement administration services pursuant to the terms of the settlement
22 agreement. This amount will be payable from the gross settlement amount and pursuant to the terms
23 of the Settlement Agreement.

24 12. The Court approves and orders funding of the settlement in compliance with the terms
25 of the settlement agreement, including the payment and disbursement schedule.

26 13. Following 180 days after the settlement administrator mails the individual settlement
27 payments to the Class Members and Aggrieved Employees; any monies and interest remaining from
28

1 uncashed checks shall be sent to the Controller of the State of California to be held in the class
2 member's name until claimed pursuant to the Unclaimed Property Law, Code Civ. Proc. §§1500.

3 14. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
4 Settlement Agreement and declares, that the Settlement Agreement binding on Plaintiff, all Class
5 Members who have not opted out, and all Aggrieved Employees, all of whom will release the
6 Released Parties from the released claims as set forth by the approved Settlement Agreement.

7 15. This Court shall retain jurisdiction over all matters related to the administration and
8 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
9 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
10 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
11 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys
12 and law firms) in connection therewith.

13 16. The Plaintiff shall file a report for the settlement administrator by
14 02/22/2027, confirming the distribution of funds, indicating the total amount paid
15 to the class members and confirming the distribution of funds, indicating the total amount paid to the
16 class members and confirming that all funds, including uncashed funds, have been disbursed.

17 17. A non-appearance case review re Compliance with the Distribution is set for
18 03/01/2027 at 8:30 a.m./~~p.m.~~ in this department.

19 18. The Court hereby enters Judgment in the case, which will be res judicata as to the
20 released claims of Plaintiffs, Class Members, and Aggrieved Employees.

21
22 **IT IS SO ORDERED AND ADJUDGED.**

23
24 Dated: 10/22/2025



Hon. Elaine Lu
Judge of the Superior Court