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11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14

15 RAQUEL QUIJANO and INGRID
16 AJUCHAN, on behalf of themselves and all
17 “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

18 Plaintiff,

19 v.

20 CALIFORNIA EYE MANAGEMENT
21 SERVICES, L.P., a California limited
22 partnership, and DOES 1 through 10, inclusive,

23 Defendants.
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FILED
Superior Court of California
County of Los Angeles
10/16/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aragon Deputy

Case No. 23PSCV01045

Assigned for all purposes to:
Hon. Lynette Gridiron Winston, Dept. 6

**AMENDED ~~PROPOSED~~ ORDER
APPROVING PAGA REPRESENTATIVE
ACTION SETTLEMENT; ATTORNEYS’
FEES AND COSTS; PAGA
REPRESENTATIVE SERVICE AWARDS,
AND SETTLEMENT ADMINISTRATION
COSTS AND JUDGMENT THEREON**

Approval Hearing

Date: October 16, 2025

Time: 8:30 a.m.

Dept. 6 [West Covina Courthouse]

**AMENDED ~~PROPOSED~~ ORDER GRANTING APPROVING PAGA REPRESENTATIVE
ACTION SETTLEMENT AND JUDGMENT THEREON**

1 Plaintiffs Raquel Quijano and Ingrid Ajuchan’s (“Plaintiffs”) Amended Motion for Approval
2 of PAGA Representative Action Settlement, Attorneys’ Fees and Costs, PAGA Representative
3 Service Awards, and Settlement Administration Costs (“Motion”) came on for hearing before this
4 Court on October 16, 2025 at 8:30 a.m. before the Honorable Lynette Gridiron Winston in
5 Department 6 of the above-captioned court located at 1427 West Covina Parkway, West Covina,
6 California 91790. The Court, having considered the Motion and supporting papers, HEREBY
7 ORDERS THE FOLLOWING:

8 1. Pursuant to Labor Code section 2699, subdivision (l), the Court approves the
9 Amended PAGA Settlement Agreement (“Settlement Agreement”) entered into by Plaintiffs, on
10 behalf of themselves, the State of California, and similarly-situated aggrieved employees, on the
11 one hand, and Defendant California Eye Management Services, L.P. (“Defendant”) on the other
12 hand. This Order and Judgment incorporates by reference the definitions in the Settlement
13 Agreement as though fully set forth herein, and all capitalized terms used herein shall have the same
14 meaning as set forth in the Settlement Agreement.

15 2. The Court finds that Plaintiffs have exhausted all administrative remedies required
16 to bring the claims under the Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.)
17 (“PAGA”) asserted in this litigation, and are authorized to act as private attorneys general with
18 respect to the PAGA claims being released in the settlement.

19 3. The settlement appears to be fair, adequate and reasonable to the Aggrieved
20 Employees based on the arguments and facts in Plaintiffs’ Motion.

21 4. The settlement represents a reasonable and adequate settlement of highly disputed
22 claims and satisfies the purpose of PAGA to benefit the public.

23 5. The allocation of the Gross Settlement Amount of \$325,000.00 among those
24 Aggrieved Employees, the State of California, the Representative Plaintiffs, Plaintiffs’ Counsel, and
25 the Settlement Administrator is fair, just, reasonable, adequate, and equitable to all concerned, and
26 is approved to the extent required under Labor Code section 2699, subdivision (l).

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1 6. The Court hereby approves the definition of Aggrieved Employees as identified in
2 the Settlement Agreement as all non-exempt, hourly-paid current or former employees who worked
3 for Defendant during the PAGA Period (January 31, 2022 through October 8, 2024).

4 7. The Court appoints CounselOne, PC and Gaines & Gaines, APLC as PAGA Counsel,
5 and approves of the amount of \$108,333.33 in attorneys' fees.

6 8. The Court awards Plaintiffs' Counsel litigation costs in the total amount of \$15,000,
7 given that counsel incurred actual costs above that amount, which is the maximum amount of costs
8 provided by the Settlement Agreement. Of those awarded costs, \$14,009.13 is awarded to
9 CounselOne, PC, and \$990.87 is awarded to Gaines & Gaines, APLC.

10 9. The Court appoints CPT Group, Inc. as the Settlement Administrator and approves
11 administration expenses in the amount of \$7,000 to be paid to the Settlement Administrator.

12 10. The Court approves as to form and content the Notice of Settlement of Lawsuit and
13 Release of Claims—a copy of which is attached hereto as **Exhibit 1**—for distribution to Aggrieved
14 Employees, as set forth in the Settlement Agreement.

15 11. Pursuant to the Settlement Agreement, the amount distributed as penalties under the
16 PAGA shall be \$325,000, less the attorneys' fees and costs awarded to Plaintiffs' Counsel, service
17 awards to each of the Plaintiffs, and administration costs to the Settlement Administrator (the "Net
18 Settlement Amount"). The LWDA shall receive 75% of the Net Settlement Amount, and Aggrieved
19 Employees shall receive their pro rata portion of 25% of the Net Settlement Amount ("Individual
20 PAGA Payments") pursuant to the formula set forth in the Settlement Agreement.

21 12. Upon entry of this Order and Judgment, all Aggrieved Employees are deemed to
22 release, on behalf of themselves and their respective former and present representatives, agents,
23 attorneys, heirs, administrators, successors, and assigns, the Released Parties (e.g., Defendant and
24 each of its former and present directors, officers, shareholders, owners, members, attorneys,
25 insurers, trustees, fiduciaries, predecessors, successors, assigns, subsidiaries, parent companies and
26 affiliates) from all claims for PAGA penalties that were alleged, or reasonably could have been
27 alleged, based on the facts stated in the operative Complaint and the LWDA Notices ("Aggrieved
28 Employees' Release").

1 13. Upon entry of this Order and Judgment, in addition to the release of the Aggrieved
2 Employees above, Plaintiffs are deemed to release, on behalf of themselves and their respective
3 former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and
4 assigns generally, the Released Parties from all claims, transactions, or occurrences arising out of
5 Plaintiffs' employment that occurred prior to the date of execution of the Settlement Agreement,
6 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
7 on the facts contained in the operative Complaint, and (b) all PAGA claims that were, or reasonably
8 could have been, alleged based on facts contained in the operative Complaint, Plaintiffs' PAGA
9 Notices, or ascertained during the Action ("Plaintiffs' Release"). Plaintiffs' Release does not extend
10 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
11 unemployment benefits, disability benefits, social security benefits, or workers' compensation
12 benefits. Further, Plaintiffs' Release includes a waiver and relinquishing of the provisions, rights,
13 and benefits, if any, of Civil Code section 1542.

14 14. Upon entry of this Order and Judgment, the parties shall effectuate all terms of the
15 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

16 15. This Action is dismissed with prejudice.

17 16. The Court shall retain jurisdiction pursuant to Code of Civil Procedure section 664.6
18 with respect to all matters related to the administration and consummation of the settlement herein,
19 and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit,
20 including but not limited to all matters related to the Settlement and the determination of all
21 controversies relating thereto.

22 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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25 Dated: 10/16/2025



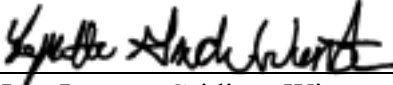

Hon. Lynette Gridiron Winston
Judge of the Superior Court
Lynette Gridiron Winston / Judge

Exhibit 1

[Insert Date]
[Insert Name]
[Insert Address]

NOTICE OF SETTLEMENT OF LAWSUIT AND RELEASE OF CLAIMS

Quijano, et al. v. California Eye Management Services, L.P.
Los Angeles County Superior Court Case No. 23PSCV01045

Dear [Insert Name]:

This Notice is being sent to you because you have been identified as a non-exempt, hourly-paid current or former employee who worked for California Eye Management Services, L.P. in California anytime between January 31, 2022 and October 8, 2024 (“Covered Employee”). Receipt of this Notice means that you are entitled to your share of the resolution of the lawsuit brought by two former employees (“Plaintiffs”), as private attorney general on behalf of the State of California, against Defendant California Eye Management Services, L.P (“Defendant”). The Los Angeles Superior Court has approved the settlement of the lawsuit.

By law, under the Private Attorney Generals Act (“PAGA”), the amount recovered in settlement, after paying for attorneys’ fees and costs, costs of administration of settlement, and the PAGA representative service payments (“Net Settlement Amount”), is to be split between the State of California and the Covered Employees. The State receives 75% of the Net Settlement Amount and the Covered Employees receive 25% of the Net Settlement Amount allocated on a pro rata basis, based on the number of pay periods you worked between January 31, 2022 and October 8, 2024 (the “PAGA Period”). Your share of the PAGA settlement is [Insert Amount].

By settling the lawsuit, Defendant has not admitted any liability and liability is denied.

Whether or not you negotiate the enclosed check, by virtue of law, all Covered Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA penalties, arising during the PAGA Period, for claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint and the PAGA Notices.

“Released Parties” means the named Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, trustees, fiduciaries, predecessors, successors, assigns, subsidiaries, parent companies, and affiliates.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SETTLEMENT ADMINISTRATOR AT (800) [REDACTED].