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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CARMINA VALDEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED IMAGING CENTER, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 23STCV06358

*[Assigned for all purposes to the Hon. Stuart M.
Rice, Dept. SSC-1]*

[PROPOSED] FINAL JUDGMENT

Date: June 23, 2025
Time: 10:30 a.m.
Dept: SSC-1

1 This matter came on regularly for hearing before this Court on June 23, 2025, pursuant
2 to California Rule of Court 3.769 and this Court's March 6, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the
4 parties' Amended Settlement (herein "Settlement")¹ and the documents and evidence presented
5 in support thereof, and the submissions of counsel, the Court hereby ORDERS and enters this
6 JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt employees of Defendant Advanced
11 Imaging Center, Inc. in California between March 22, 2019 and November
12 15, 2024.

12 2. The Class Period is March 22, 2019 and November 15, 2024.

13 3. Plaintiff Carmina Valdez is hereby confirmed as Class Representative, and Scott
14 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
15 APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on March 6, 2025, and the notice process
18 has been completed in conformity with the Court's Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Class Action Settlement and Hearing
20 Date for Final Court Approval ("Class Notice") provided due and adequate notice of the
21 proceedings and matters set forth therein, informed Settlement Class members of their rights,
22 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
23 Rule of Court 3.769, and due process.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class member has opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant Advanced Imaging Center, Inc. deposit the
17 Gross Settlement Amount of Two Hundred Ninety Thousand Dollars and Zero Cents
18 (\$180,000.00) with Phoenix, Inc., the Settlement Administrator, as provided for in the
19 Settlement. Specifically, Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds
21 to the Administrator no later than 30 days after the Court grants Final Approval of the
22 Agreement.

23 9. The Court finds that the settlement payments, as provided for in the Settlement,
24 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
25 individual payments in conformity with the terms of the Settlement.

26 10. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
27 Carmina Valdez is appropriate for her risks undertaken and service to the Settlement Class. The
28

1 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
2 Administrator make this payment in conformity with the terms of the Settlement.

3 11. The Court finds that attorneys' fees in the amount of \$60,000.00 and litigation
4 costs of \$15,677.62 for Class Counsel, are fair, reasonable, and adequate, and orders that the
5 Settlement Administrator distribute these payments to Class Counsel in conformity with the
6 terms of the Settlement. The fee award is appropriate in light of the benefit provided to the class.

7 12. The Court orders that the Settlement Administrator shall be paid \$7,250.00 from
8 the Gross Settlement Amount for all of its work done and to be done until the completion of this
9 matter, and finds that sum appropriate.

10 13. The Court finds that the payment to the California Labor & Workforce
11 Development Agency ("LWDA") in the amount of \$7,500.00 for its 75% share of the \$10,000.00
12 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys
13 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement
14 Administrator to distribute this payment to the LWDA in conformity with the terms of the
15 Settlement. The remaining 25% or \$2,500 of the PAGA Amount is to be distributed to the 91
16 Aggrieved Employees in conformity with the terms of the Settlement. The highest Individual
17 PAGA Payment to an Aggrieved Employee is \$54.23, and the average Individual PAGA
18 Payment to be paid is \$27.47.

19 14. After the above deductions, attorneys' fees (\$60,000.00), attorneys' litigation
20 costs (\$15,677.62), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
21 (\$7,250.00), and the PAGA Amount to the LWDA (\$7,500.00), the Net Settlement Amount of
22 \$82,072.38 is to be distributed to 134 Settlement Class members, that worked a total of 12,801
23 workweeks during the Class Period, in conformity with the terms of the Settlement. The lowest
24 Individual Settlement Share to be paid to a Settlement Class member is \$0.44, the highest
25 Individual Settlement Share is \$1,833.78, and the average Individual Settlement Share to be paid
26 is \$593.82.

1 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
2 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
3 separately from, and in addition to, the Gross Settlement Amount.

4 16. The Court finds and determines that upon satisfaction of all obligations under the
5 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
6 have released the Released Claims as set forth in the Settlement, and will be permanently barred
7 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

8 17. Upon the Effective Date, by virtue of this Judgment, any Class Members who
9 fail to timely submit a request to be excluded from the proposed settlement hereby release and
10 forever discharge the Defendant and each of Defendant's past, present and future parent
11 companies, subsidiaries, affiliates, principals, and any other person, corporation, association or
12 partnership responsible or potentially responsible for any claims made or that could have been
13 made in the Action, and the past, present and future shareholders, directors, officers, agents,
14 employees, attorneys, insurers, predecessors, and successors and assigns of any of the foregoing
15 ("Released Parties") from any and all class action claims made, or which could have been made,
16 based on the facts alleged in the First Amended Complaint that arose during the Class Period
17 defined above with respect to the following claims: (a) failure to pay all overtime wages; (b)
18 failure to pay all minimum wages; (c) failure to provide meal periods, or premium pay for non-
19 compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-
20 compliant rest periods; (e) failure to issue accurate, itemized wage statements; (f) failure to
21 timely pay wages upon separation of employment; and (g) all claims for unfair business practices
22 that could have been premised on the facts, claims, causes of action, or legal theories described
23 above, including all claims for costs, attorney's fees, civil penalties, statutory penalties, premium
24 pay, and liquidated damages related thereto. This release shall not extend to any claims outside
25 of the Class Period.

26 18. As a condition of participating in this settlement, all PAGA Members hereby
27 release and forever discharge the Released Parties from any and all claims for PAGA penalties
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1 under PAGA made, or which could have been made, based on the facts that were stated in the
2 operative First Amended Complaint and Plaintiff's PAGA Notice to the LWDA, including all
3 claims for costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated
4 damages related thereto. This release shall not extend to any claims outside of the PAGA Period.
5 The PAGA Members shall not have the right to opt-out of this release.

6 19. Plaintiff Carmina Valdez, on behalf of herself and her heirs, successors, assigns,
7 attorneys and agents, hereby releases and forever discharge the Released Parties from any and
8 all claims, demands, debts, duties, obligations, promises, liabilities, damages, accounts,
9 payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of action,
10 both in law and in equity, whether known or unknown, matured or unmatured, suspected or
11 unsuspected, which she ever had, now have, or may have in the future with regard to any claims
12 made, or which could have been made, in the Action including, but not limited to, any claims for
13 failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to
14 pay straight time wages, failure to pay meal period wages, failure to pay rest period wages, failure
15 to provide rest breaks, failure to provide meal periods, failure to provide accurate wage
16 statements, failure to pay wages upon separation, failure to pay vacation wages upon separation,
17 unfair competition, violations of the California Private Attorneys General Act, violations of the
18 California Industrial Welfare Commission's ("IWC's") Wage Orders, violations of California
19 Labor Code §§201, 202, 203, 204, 206, 210, 218.6, 226, 226.7, 246, et seq., 351, 510, 512, 558,
20 1174, 1194, 1194.2, 1197, 1198, 2698, et seq., 2699, 2800, 2802, California Business and
21 Professions Code §§ 17200, et seq., and all claims for costs, attorney's fees, civil penalties,
22 statutory penalties, premium pay, and liquidated damages related thereto. Plaintiff hereby agrees
23 to waive all rights that she might possess under Section 1542 of the Civil Code of the State of
24 California related to any claims she may have against any of the Released Parties. Section 1542
25 has been explained to Plaintiff by her counsel and provides as follows:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
27 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
28

1 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
2 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
3 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
4 **SETTLEMENT WITH lift DEBTOR OR RELEASED PARTY.**

5 20. The effective date of the releases described herein shall be the date on which
6 Defendant fully funds the settlement.

7 21. This document shall constitute a final judgment pursuant to California Rule of
8 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
9 approval hearing, the court must make and enter judgment. The judgment must include a
10 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
11 judgment. The court may not enter an order dismissing the action at the same time as, or after,
12 entry of judgment.”

13 22. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
14 Order, and this Judgment.

15
16 **JUDGMENT IS SO ENTERED.**

17
18 Dated: _____, 2025

Honorable Stuart M. Rice
Judge of the Superior Court