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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]*

**PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 9, 2024
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: March 22, 2023
Trial Date: None Set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff Carmina Valdez (“Plaintiff”), individually and on behalf of a class of similarly situated
3 individuals, hereby submit this Supplemental Brief in Support of Plaintiff’s Motion for Preliminary
4 Approval of Class Action Settlement (the “Motion”).

5 **I. PROCEDURAL HISTORY**

6 Plaintiff filed her Motion for Preliminary Approval of Class Action Settlement on September
7 30, 2024, setting it for hearing on January 9, 2025.

8 On January 3, 2025, the Court issued a Checklist for Preliminary Approval of Class Action
9 Settlement detailing the issues that need to be addressed in subsequent briefing. Consistent therewith,
10 Plaintiff hereby submits the instant supplemental brief (and accompanying declaration) to address the
11 issues identified by the Court. Each of the issues are addressed in the same order as they were identified
12 by the Court in its Checklist.

13 In connection with addressing the issues identified by the Court, the Parties have executed an
14 Amended Class Action Settlement Agreement and have modified the Notice Packet. The following
15 documents are being submitted concurrently herewith as Exhibits to the Supplemental Declaration of
16 Milan Moore (“Supp. Moore Decl.”), as follows:

17 Attached as **Exhibit A** to the Supp. Moore Decl. is the Amended Class Action Settlement
18 Agreement, with exhibit and signed by Plaintiff and her counsel. Defendant agrees to the amended
19 agreement and Plaintiff will file a further supplemental declaration with the fully executed version
20 when all signatures are available.

21 Attached as **Exhibit B** to the Supp. Moore Decl. is the redlined version of the Amended Class
22 Action Settlement.

23 Attached as **Exhibit C** to the Supp. Moore Decl. is the redlined version of the revised Class
24 Notice.

25 Attached as **Exhibit D** to the Supp. Moore Decl. is final version of the revised Class Notice
26 with the changes accepted.

27 Attached as **Exhibit E** to the Supp. Moore Decl. is proof of submission of the Class Action
28 Settlement Agreement to the LWDA.

Attached as **Exhibit F** to the Supp. Moore Decl. is proof of submission of the Amended Class Action Settlement Agreement to the LWDA.

II. ISSUES IDENTIFIED IN THE COURT’S CHECKLIST

A. SETTLEMENT AGREEMENT

1. Class and Release Period:

In the Checklist the Court states, “[t]he escalator clause at Settlement Agreement ¶2.k provides Defendant with the option of “(b) ending the Class Period on the date that the number of workweeks worked by the Class Members equals that threshold, in which case no adjustment to the MSA shall be made.” However, the parties must resolve any uncertainty regarding the Class Period end date prior to preliminary approval being granted and notice being distributed. Based on current records, the parties and/or the administrator must review and verify the workweek total and confirm the end date of the Class Period and remove the period-shortening language from the escalator clause. Revise the Class Period definition if needed and ensure that the notice is modified to match. Also, note that the abbreviation “MSA” is not defined or utilized elsewhere in this agreement. the settlement amount is referred to as the “Settlement Sum” (¶2). Please revise and ensure all terms are consistent to avoid confusion.”

Defendant has confirmed that the escalator clause was triggered. Supp. Moore Decl., ¶ 2. Accordingly, pursuant to the settlement agreement, Defendant elected to shorten the end date of the Class Period to a date on which the escalator clause is no longer triggered. Defendant, with the assistance of the administrator, Phoenix Settlement Administrators, calculated that there were 12,816 workweeks worked by the Class Members through November 15, 2024, which is the last date on which the escalator clause is not triggered. Therefore, Defendant elects to shorten the end date of the Class Period to November 15, 2024, in which the workweek total is 12,816. Supp Moore Decl., ¶ 2.

In light of Defendant’s election, the Parties have revised the Class Period definition throughout the settlement agreement and the notice to match. Additionally, MSA has been removed and replaced with the defined term “Settlement Sum”.

See Exhibit A to Supp. Moore Decl.

1 2. Scope

2 In the Checklist, the Court states: See Settlement Agreement ¶3.c. Modify the release of class
3 claims to specify that Class Members will only release claims alleged in, or arising out of facts
4 asserted in, the operative First Amended Complaint (instead of “the Action”). Also, in the PAGA
5 release at ¶3.d, revise and specify that PAGA Members are releasing claims for PAGA penalties
6 based on the stated in the operative First Amended Complaint and Plaintiff’s PAGA Notice to the
7 LWDA. The current language only states that PAGA Members are releasing PAGA claims based on
8 facts alleged in “the Notice” which may create conflicts as “the Notice” is also a term used to
9 reference the class notice form elsewhere in this agreement.

10 The Parties have modified the language for both the Class Release and PAGA release as
11 instructed. The Parties have also mirrored the revised release language in the notice. See Exhibits A-
12 D to Supp. Moore Decl.

13 3. Release Effective Date:

14 The Checklist states that: The Settlement Agreement does not currently specify the date upon
15 which the releases at ¶3 are to occur. The effective date of the releases should be the date on which
16 Defendant fully funds the settlement. Please resolve.

17 The Parties have revised the agreement to indicate the releases are effective on the date the
18 Defendant fully funds the settlement.

19 See Exhibits A and B to Supp. Moore Decl.

20 **B. Notice Administration**

21 1. *Ensure the Content of the Notice Complies with Cal Rules of Court, Rule 3.766(d)*

22 In the Checklist, the Court states: If revised, ensure that the class and PAGA releases disclosed
23 to Class Members in the notice are verbatim to the releases in the Settlement Agreement. The Notice
24 should inform Class Members whether they also qualify as Aggrieved Employees and the estimated
25 amount they will receive in PAGA penalties (separate from their estimated individual class payment).

26 The Parties have revised the class and PAGA releases in the notice to be verbatim with the
27 releases in the Settlement Agreement. The Parties have also included language as to whether Class
28 Members qualify as Aggrieved Employees and their estimate amount in PAGA penalties.

 See Exhibits C and D to Supp. Moore Decl.

1 2. Final Notice

2 In the Checklist, the Court states: Explain how notice of final judgment will be given to the
3 class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on administrator’s website.)

4 Notice of final judgment will be given to the class via the administrator’s website.

5 **C. Responses to Notice**

6 1. Description of the Procedures for Submitting Written Objections, Requests for
7 Exclusion, Claim Forms (if Applicable) and Disputes to Estimated Payments

8 The Checklist states: The Settlement Agreement should detail the specific procedures for Class
9 Members to submit opt-outs, objections, and disputes to the administrator. Currently, these are only
10 described in the Notice form at sections 10, 15, and 16 – they should be detailed within both documents.

11 The Parties have added the specific procedures for Class Members to submit opt-outs, objections
12 and disputes to the administrator to the settlement agreement.

13 See Exhibits A and B to Supp. Moore Decl.

14 2. Objection Procedure

15 The Checklist states: The objection procedure should be the same as the opt-out procedure,
16 with the only requirement being that objections be mailed to the settlement administrator and not filed
17 with the court. See Notice section 16. Class Members should only need to submit objections to the
18 administrator or present them at the final approval hearing. Please revise. (Furthermore, the reference
19 to the “United States District Court of the Eastern District of Virginia” appears to be an oversight.
20 Please review all documents carefully for accuracy.)

21 The Parties have revised the objection procedure to be the same as the opt-out procedure and
22 mailed to the administrator as outlined above.

23 See Exhibits A-D to Supp. Moore Decl.

24 3. Language Re: Objecting at Final Approval Hearing

25 The Checklist states: Do not include language indicating that class members may only be heard
26 at final approval if they have complied with all objection procedures. In general, the court will hear from
27 any class member who attends the final approval hearing and asks to speak regarding his or her
28 objection. See Notice section 16, which states: “If you filed a timely objection, you may also appear at
the Final Approval Hearing.” Modify to state that the court will hear from any class member who attends

1 the final approval hearing and asks to speak regarding his or her objection, regardless of whether they
2 submitted a written objection.

3 The Parties have modified the language as instructed by the Court.

4 See Exhibits A-D to Supp. Moore Decl.

5 **D. Miscellaneous**

6 The Checklist states: Assure the Settlement Agreement and Notice are consistent and that the
7 Settlement Agreement (including revised versions) has been signed by all parties and counsel.
8 Carefully proofread both. The Settlement Agreement is currently only signed by the parties. It must
9 also be signed by each party's counsel for court approval.

10 The Parties and their counsel have signed the Amended Class Action Settlement Agreement.
11 See Exhibit A to Supp. Moore Decl.

12 **E. Proof of submission of Settlement Agreement to the LWDA**

13 The Checklist states: Provide proof of submission of the proposed settlement agreement to the
14 LWDA.

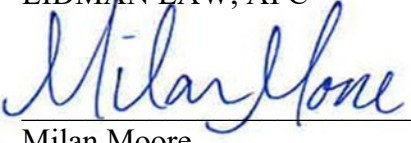
15 Please see Exhibit E to Supp. Moore Decl. which is the proof of submission of the settlement
16 agreement to the LWDA.

17 Please see Exhibit F to Supp. Moore Decl., which is the proof of submission of the Amended
18 Class Action Settlement Agreement to the LWDA.

19 **III. CONCLUSION**

20 For the foregoing reasons and the reasons discussed in Plaintiff's Motion, Plaintiff respectfully
21 requests that the Court preliminarily approve the proposed Amended Class Action Settlement
22 Agreement, provisionally certify the Settlement Class, and enter the Proposed Order Granting
23 Preliminary Approval of Class Action Settlement submitted concurrently herewith.

24 Dated: March 5, 2025

25 Respectfully submitted,
26 LIDMAN LAW, APC
27 By: 
28 Milan Moore
Attorney for Plaintiff
CARMINA VALDEZ