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FILED
Superior Court of California
County of Los Angeles

12/29/2025

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

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

DULCE MAGALLANES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

BIOCAIR, INC., an unknown entity; and DOES
1 through 10, inclusive,

Defendants.

Case No. 23STCV07027

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Elihu M.
Berle, Dept. 6]

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

FINAL APPROVAL HEARING

Date: December 23, 2025
Time: 8:30 a.m.
Dept.: 6

Complaint filed: April 13, 2023
FAC filed: July 17, 2023
Trial date: Not set

1 On or around April 28, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Dulce Magallanes ("Plaintiff") now
3 seeks an order granting final approval of the Joint Stipulation of Class Action Settlement and Release
4 of Claims ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Final Approval of Class
6 Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant Biocair, Inc. ("Defendant," and together with Plaintiff,
17 the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
22 Final Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Upon Defendant fully funding the Settlement as described in this Agreement, each
27 Participating Class Member, and without the need to manually sign a release document, shall
28 release the Released Parties from all causes of action and claims that were alleged in the Action or

1 reasonably could have been alleged based on the facts contained in the Action, including all of the
2 following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages
3 due (Lab. Code §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide
4 compliant meal periods (Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks
5 (Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Lab. Code §§ 204 &
6 210); (v) failure to provide complete, accurate wage statements (Lab. Code § 226); (vi) failure to
7 pay wages timely at time of termination or resignation (Lab. Code §§ 201-203); (vii) failure to
8 indemnify all necessary business expenses (Lab. Code § 2802.); (viii) unfair business practices that
9 reasonably could have been alleged based on the facts contained in the Action (Cal. Bus. & Prof.
10 Code § 17200, et seq.); (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim
11 arising from the claims described above under applicable federal, state, local or territorial law as
12 well as applicable regulations and Wage Orders (collectively, the "Released Claims").
13 Participating Class Members who cash their checks are deemed to have waived all Released Claims
14 inclusive of claims under the Fair Labor Standards Act. Participating Class Members who do not
15 cash their checks shall be deemed to waive all Released Claims except for a claim under the Fair
16 Labor Standards Act. Released Claims for Class Members who worked for Defendant in California
17 during the Class Period shall have their claims released during the Class Period.

18 6. Upon Defendant fully funding the Settlement as described in this Agreement,, each
19 PAGA Group Member, and without the need to manually sign a release document, shall release
20 the Released Parties for claims for civil penalties pursuant to PAGA based upon all causes of action
21 and claims that were alleged in the Action or reasonably could have been alleged based on the facts
22 contained in the Action, and/or the LWDA Exhaustion Letter including all of the following claims
23 for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Lab. Code
24 §§ 204, 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal
25 periods (Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Lab. Code §
26 226.7); (iv) failure to timely pay wages during employment (Lab. Code §§ 204 & 210); (v) failure
27 to provide complete, accurate wage statements (Lab. Code § 226); (vi) failure to maintain accurate
28 employment and payroll records (Lab. Code §§ 1174 & 1174.5); (vii) failure to pay wages timely

1 at time of termination or resignation (Lab. Code §§ 201-203); (viii) failure to indemnify all
2 necessary business expenses (Lab. Code § 2802.); (ix) all claims under the California Labor Code
3 Private Attorneys General Act of 2004 that could have reasonably been alleged based on the facts
4 contained in the Action; and (x) any claim for costs and attorneys' fees and expenses (collectively,
5 the "PAGA Released Claims"). PAGA Group Members who worked for Defendant in California
6 during the PAGA Period shall have their PAGA Released Claims released during the PAGA
7 Period.

8 7. Upon final approval of the Settlement by the Court, Participating Class Members will
9 release the aforementioned claims against all Released Parties.

10 8. The Parties shall bear their own respective attorneys' fees and costs, except as
11 otherwise provided for in the Settlement and approved by the Court.

12 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
13 following Class – all persons currently or formerly directly employed as non-exempt employees
14 in California by Defendant at any time during the Class Period (defined below) who do not
15 timely and validly exclude themselves from the Class in compliance with the exclusion
16 procedures set forth in this Settlement.

17 10. No Class Member has objected to the terms of the Settlement.

18 11. No Class Member has requested exclusion from the Settlement.

19 12. The Notice provided to the Class conforms with the requirements of California Rules
20 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
21 by providing individual notice to all Class Members who could be identified through reasonable
22 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
23 therein to the Class Members. The Notice fully satisfies the requirements of due process.

24 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
25 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
26 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
27 Payments to the Participating Class Members in accordance with the terms of the Settlement.

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1 14. Defendant shall pay a total of \$275,000.00 to resolve this litigation and to separately
2 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

3 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff Dulce
4 Magallanes, for her services as class representative and for his agreement to release claims.

5 16. From the Gross Settlement Amount, \$6,500.00 shall be paid to the Settlement
6 Administrator, Phoenix Settlement Administrators.

7 17. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer and Alan Wilcox
8 of Wilshire Law Firm, PLC as Class Counsel.

9 18. From the Gross Settlement Amount, Class Counsel is awarded \$91,666.67 for their
10 reasonable attorneys' fees and \$20,000.00 for their reasonable costs incurred in the action. The fees
11 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
12 the fees are reasonable in light of the benefit provided to the Class.

13 19. Without affecting the finality of this Order in any way, this Court retains continuing
14 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
15 to all Parties to this action, and their counsel of record.

16 20. The compliance declaration is due by October 16, 2026. An Order to Show Cause
17 regarding compliance with the settlement distribution procedures is set for October 26, 2026, at 8:30
18 a.m.

19 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
20 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

21 22. Plaintiff is ordered to give notice of this Order.

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23 **IT IS SO ORDERED.**



Elihu M. Berle

24
25 DATE: 12/29/2025

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Los Angeles County Superior Court

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