

12/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: K. Deckard Deputy

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Attorneys for Plaintiffs NORA RIDGE and LETICIA VELAZQUEZ,
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE

NORA RIDGE and LETICIA VELAZQUEZ,)
on behalf of themselves and all others similarly)
situated,)

Plaintiffs,

vs.

SIMONMED IMAGING, A)
PROFESSIONAL CORPORATION;)
SIMONMED IMAGING MSO, LLC, a)
Delaware Limited Liability Company; and)
DOES 1 through 50, inclusive,)

Defendants.

Case No. 23SMCV04110

*[Assigned to the Honorable Mark A. Young,
Dept. M]*

CLASS ACTION

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
REPRESENTATIVE ENHANCEMENT
AND REQUEST FOR ATTORNEY FEES
AND COSTS**

Hearing: Motion for Final Approval

Date: December 10, 2025

Time: 8:30 a.m.

Dept.: M

Action Filed: September 1, 2023

Trial Date: None Currently Scheduled

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- a. The Gross Settlement Amount (“GSA”) is \$950,000.00.
 - b. The Net Settlement Fund (“Net”) is \$521,500.00, exclusive of the PAGA Members’ PAGA portion of the settlement (\$18,750.00; 25% of the \$75,000.00 PAGA Payment) (GSA minus the following):
 - c. Class Counsel, Haig B. Kazandjian Lawyers, APC is awarded attorneys’ fees in the amount of \$316,350.00 and costs in the amount of \$14,500.00.
 - d. The Court grants the requested Class Representative enhancement awards totaling \$15,000.00 (\$7,500.00 each to Plaintiffs Nora Ridge and Leticia Velazquez).
 - e. The settlement administrator, ILYM Group, is granted payment in the amount of \$7,650.00 for its fees and services.
 - f. The Court approves the PAGA payment of \$75,000.00 payable as follows:
 - i. \$56,250.00 (75% of \$75,000.00 PAGA Payment) payable to the LWDA.
 - ii. The Court approves payment of \$18,750.00 (25% of \$75,000.00 PAGA Members’ Payment) payable to the PAGA Members.
 - g. In addition to the GSA, Defendants will be separately responsible for any employer payroll taxes required by law.
6. The Court orders the parties to the settlement agreement to perform forthwith each of their obligations as set forth according to its terms.
7. Funding: Within seven (7) days after the Court signs this Judgment, Defendants shall provide the Settlement Administrator sufficient funds to make all payments required under this Settlement.
8. Distribution of GSA: Within ten (10) days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator shall make the following payments as approved by the Court: (1) Individual Class Payments to Participating Class Members; (2) the Class Representative Payments; (3) the Attorneys' Fees; (4) the Litigation Costs and Expenses; (5) the PAGA Payment; (6) Individual PAGA Payments to the PAGA Members; and (7) payment to the Settlement Administrator for its administration duties performed and to be

performed to conclude its obligations pursuant to the Settlement Agreement.

9. Individual Class Payment Calculation: An Individual Class Payment shall be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

10. Uncashed Checks: Any checks that are not cashed upon the expiration of the void date—the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated after the check cashing period expires.

11. Class Counsel and the Claims Administrator have used their best efforts to locate Class Members and to provide them with notice that fully and accurately informs class members of all material elements of the proposed settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii) was reasonably calculated, under the circumstances, to apprise members of the class of the pendency of the Litigation, their right to object or exclude themselves from the proposed settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable requirements of due process under California law.

12. No objections to the settlement were filed. Three members of the class opted out of the settlement and are therefore excluded from the Class Action Release. The names of the members of the Non-Participating Class Members who opted out of the settlement and are therefore excluded from the Class Action Release are: Erin Moore, Louie Castro, and Tamara Thomas.

13. Accordingly, Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Court adjudges that Plaintiffs and the members of the class as defined above at paragraphs 2 & 3, who have not otherwise opted out are conclusively deemed to have released and discharged Defendants and the released parties from any and all settled claims

which are defined as follows:

- a. Release by Participating Class Members: All Participating Class Members for the duration of the Class Period, release Released Parties from: all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the Operative Complaint against Defendants and/or Released Parties during the Class Period of June 27, 2020 through April 7, 2024, including: 1. Failure to Pay Overtime Wages; 2. Failure to Pay Minimum Wages; 3. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7 and 512; 4. Failure to Keep Accurate and Provide Itemized Wage Statements in Violation of Labor Codes § 226 and the I.W.C. Wage Orders; 5. Failure to Pay Waiting Time Penalties in Violation of Labor Code § 201, 202, and 203; 6. Failure to Timely Pay Earned Wages in Violation of Labor Codes § 204 and 210; 7. Failure to Provide Rest Periods in Violation of Labor Code § 226.7 and the I.W.C. Wage Orders; 8. Failure to Reimburse Business Expenses in Violation of Labor Code § 2800 and 2802; 9. Failure to Pay Reporting Time Pay in Violation of I.W.C. Wage Orders; 10. Failure to Pay Split Shift Wages in Violation of I.W.C. Wage Orders; 11. Failure to Provide Notice of Paid Sick Time and Accrual in Violation of Labor Code § 246; 12. Unlawful Business Practices in Violation of Bus. & Prof. Code § 17200, et seq.; 13. Employer and individuals Acting on Behalf of Employer's Personal Liability for Causing Labor Code Violations (Labor Code § 558.1); and 14. Violation of California Private Attorneys General Act ("PAGA") Labor Code § 2698, et seq. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period of June 27, 2020 through April 7, 2024.
- b. The Court further adjudges that Plaintiff and the PAGA Members, as defined

in paragraph 3 above, have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows: Release by the PAGA Members: All PAGA Members for the duration of the PAGA Period of June 27, 2020 through April 7, 2024 release Released Parties from: all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notices, including violations of California Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 246, 432, 510, 512(a), 558(a), 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 11050(5)(A), 11050(4)(C), 2800, and 2802 as to the PAGA Members and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of June 27, 2020 through April 7, 2024.

14. The Court bars and permanently enjoins Plaintiffs, the Participating Class Members and PAGA Members from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any Participating Class Member or PAGA Members had or has to the extent provided in the settlement agreement.

15. The Parties are ordered to give notice of this order to all Class Members and PAGA Members in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Order on the Settlement Administrators website.

16. The Court hereby orders class counsel to submit both this judgment and the order granting final approval to the LWDA in accordance with Labor Code § 2699, subdivision (l)(3).

17. **The Court hereby orders class counsel to file a final Report re: Distribution of the Settlement Funds to the Court by December 2, 2026. The Court sets a non-appearance case management review for December 16, 2026 at 8:30 a.m., ~~OR~~ for _____, 2026 at _____ a.m./p.m. in Department M at Santa Monica Courthouse.**

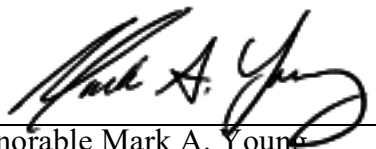
1 18. Without affecting the finality of this Judgment and Order in any way, the Court
2 retains jurisdiction pursuant to Code of Civil Procedure § 664.6 over: (1) implementation and
3 enforcement of the settlement agreement pursuant to further orders of the Superior Court until
4 each and every act agreed to be performed by the parties hereto shall have been performed
5 pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement
6 and to implement the settlement agreement; and (3) the enforcement, construction, and
7 interpretation of the settlement agreement.

8 19. Neither this Order granting final approval and entering Judgment, nor the
9 settlement agreement on which it is based are an admission or concession by any party of any
10 fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or
11 invalidity of any claims in this action or a determination of any wrongdoing by any party. The
12 final approval of the Parties' settlement will not constitute any opinion, position, or
13 determination of this Court, one way or the other, as to the merits of the claims or defenses of
14 any party.

15 20. This Judgment and Order is intended to be a final disposition of the above-
16 captioned action in its entirety, and it is intended to be immediately appealable.

17 IT IS SO ORDERED.

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20 Dated: 12/10/2025

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22 Honorable Mark A. Young
23 Judge of the Superior Court
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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On November 14, 2025, I served the foregoing document(s) described as:

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, REPRESENTATIVE ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS

on the interested parties in this action by method indicated below:

BRANDON D. SAXON
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Attorneys for Defendant
SIMONMED IMAGING;
SIMONMED IMAGING MSO, LLC

[X] **BY ELECTRONIC SERVICE:** Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from osbaldo@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 14, 2025, at Glendale, California.

/s/ Osbaldo Bautista

Osbaldo Bautista