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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MAHOO AMIN, individually and on behalf of
all similarly aggrieved employees,

Plaintiff,

v.

USGI MEDICAL, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendant.

CASE NO.: 30-2023-01350193-CU-OE-CXC

*[Assigned for all purposes to the
Hon. Randall J. Sherman, Dept. CX105]*

**[PROPOSED] ORDER AND JUDGMENT
APPROVING SETTLEMENT UNDER
THE CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT (“PAGA”)**

Complaint Filed: September 12, 2023
Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 The Court, having reviewed the Supplemental Stipulation in support of the [Proposed]
3 Order and Judgment Approving Settlement under the California Private Attorneys General Act
4 (“PAGA”) submitted by Plaintiff MAHOO AMIN (“Plaintiff”) and Defendant USGI MEDICAL,
5 INC. (“Defendant”) (Plaintiff and Defendant collectively, the “Parties”) (the “Supplemental
6 Stipulation”), and the Supplemental Declaration of Young W. Ryu (the “Supplemental Ryu
7 Declaration”), and its Exhibits, hereby rules as follows:

8 **IT IS HEREBY ORDERED THAT:**

- 9 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
10 shall have the same meaning as given in the Parties’ PAGA Settlement Agreement,
11 and the First Amendment to the PAGA Settlement Agreement (collectively, the
12 “Settlement”).
- 13 2. A copy of the executed PAGA Settlement Agreement is attached as **Exhibit 1** to the
14 Supplemental Ryu Declaration, and a copy of the executed First Amendment to the
15 PAGA Settlement Agreement is attached as **Exhibit 2** to the Supplemental Ryu
16 Declaration.
- 17 3. The Court confirms approval of the PAGA Settlement as to the following group of
18 individuals, collectively referred to as the “PAGA Members”: “[A]ll non-exempt
19 employees of Defendant employed in California during the PAGA Period,
20 specifically from July 9, 2022 through the date of Court approval of the
21 Settlement.”
- 22 4. The “Effective Date” of the Settlement is defined in the Settlement Agreement as
23 “two (2) court days after: (a) sixty-one (61) calendar days after the entry of the
24 Court’s Order granting approval of the Settlement, if no timely motions for
25 reconsideration and no appeals or other efforts to obtain review have been filed; or
26 (b) in the event that an appeal or other effort to obtain reconsideration or review has
27 been initiated, the date sixty-one (61) calendar days after such appeal or other
28 reconsideration or review has been finally concluded in favor of the Order granting

1 approval of the Settlement and the Order granting approval of the Settlement is no
2 longer subject to review, whether by appeal, petitions for rehearing, petitions for
3 rehearing en banc, petitions for certiorari, or otherwise.”

4 5. The Court has jurisdiction over the subject matter of this litigation, all Parties, the
5 PAGA Members, and those persons and entities undertaking affirmative obligations
6 under the Settlement.

7 6. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
8 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

9 7. The Court approves of the releases set forth in the Settlement, which encompass all
10 claims that arise from the allegations in Plaintiff’s complaint(s) and/or letters to the
11 LWDA dated May 18, 2023, August 15, 2024, and August 22, 2024, based on
12 alleged violations of the California Labor Code. The individuals and/or entities
13 released shall include “Released Parties” which means Defendant and each of its
14 current or former directors, officers, members, administrators, agents, insurers,
15 beneficiaries, trustees, employee benefit plans, representatives, servants, employees,
16 attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders,
17 investors, contractors, successors, joint venturers, predecessors, related entities, and
18 assigns, and all other individuals and entities acting on its behalf.

19 8. As such, the Court finds that each PAGA Member, in accordance with Section 5.2
20 of the Settlement, releases the following claims against the Released Parties: **Release**
21 **by PAGA Members.** Upon entry of the Order approving the Settlement, Plaintiff,
22 on behalf of the LWDA and State of California, and all Releasing PAGA Members
23 shall release and forever discharge the Released Parties from any kind of claim or
24 action for civil penalties under PAGA during the PAGA Period based on or arising
25 out of the allegations in the letters submitted by Plaintiff to the LWDA on May 18,
26 2023, August 15, 2024, and August 22, 2024, and the complaint(s) filed in the
27 Action including, but not limited to, any and all claims under California Labor Code
28 sections 200, 201, 201.3, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 432, 500,

1 510, 512, 515, 516, 558, 1174,1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197,
2 1197.1, 1198, 1198.5, 3287, 3288, and 2698 through 2699 *et. seq.*, and relevant
3 applicable IWC Wage Orders.

4 9. The Court finds that the Gross Settlement Amount, Net Settlement Amount, and the
5 methodology used to calculate and pay each Individual PAGA Payment, in
6 accordance with the Settlement, are fair, reasonable, and adequate.

7 10. The Court approves Phoenix Class Action Administration Solutions as the
8 Settlement Administrator and authorizes it to calculate and pay the Individual PAGA
9 Payments and other distributions in accordance with the terms of the Settlement.

10 11. The Court awards the Settlement Administrator its expenses of \$1,950.00 in
11 accordance with the terms of the Settlement.

12 12. The Court awards to Plaintiff's Counsel attorney(s)' fees of \$33,333.33 and costs of
13 \$7,298.04 ~~\$8,218.04~~, in accordance with the terms of the Settlement.

14 13. The Court approves the allocations and payment of a Gross Settlement Amount of
15 \$100,000.00, as the compromise of claims brought under PAGA, to be paid in
16 accordance with the terms of the Settlement. Under the terms of the Settlement, 75%
17 of the Net Settlement Amount will be paid to the State of California Labor
18 Workforce Development Agency (the "LWDA Payment") and the remaining 25% of
19 the Net Settlement Amount shall be distributed to the PAGA Members in accordance
20 with the terms of the Settlement.

21 14. In the event that any checks mailed to the PAGA Members remain uncashed after
22 the expiration of one hundred eighty (180) days, or an envelope mailed to a PAGA
23 Member is returned and no forwarding address can be located for him or her after
24 reasonable efforts have been made (including but not limited to skip tracing), then
25 any such funds shall be transmitted to the Administrator and distributed to the State
26 Controller's Office Unclaimed Property Fund in the name of the PAGA Member.

27 15. Under the Settlement, there is no statutory right for any PAGA Member to opt out
28 or otherwise exclude themselves from the Settlement.

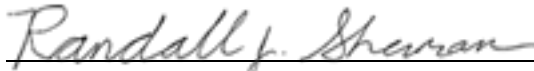
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16. The Court sets a Final Report Hearing date for August 15, 2025.

17. Pursuant to Code of Civil Procedure section 664.6, and pursuant to the Parties' Supplemental Stipulation, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment, as well as the Settlement.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: November 15, 2024


The Honorable Randall J. Sherman
Orange County Superior Court Judge