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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 JEANNETTE SANCHEZ, individually, on
16 behalf of all others similarly situated, and on
17 behalf of the State of California and other
18 aggrieved persons,

19 *Plaintiff,*

20 v.

21 LAKEWOOD EYE PHYSICIANS AND
22 SURGEONS, INC., A MEDICAL GROUP, a
23 California corporation; and DOES 1 through 10,
24 inclusive,

25 *Defendants.*

Case No. 23STCV11175

Assigned for all purposes to:

Hon. Theresa M. Traber

Dept. 1

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

FINAL APPROVAL HEARING

Date: April 17, 2026

Time: 10:30 a.m.

Dept.: 1

1 This matter came on for hearing on April 17, 2026 at 10:30 a.m., in Department 1 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On November 25, 2025, this Court issued an
4 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
5 Settlement. Plaintiff Jeannette Sanchez ("Plaintiff") now seeks an order granting final approval
6 of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement"), a copy
7 of which is attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for
8 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action and PAGA Settlement granted on November 25, 2025, and the instant Motion
12 for Final Approval of Class Action and PAGA Settlement, the Court grants final approval of
13 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
14 DETERMINATIONS:

15 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
16 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
17 These papers informed Class Members of the terms of the Settlement, their right to receive an
18 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
19 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
20 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
21 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

22 2. The Court finds and determines that this notice procedure afforded adequate protections
23 to Class Members and provides the basis for the Court to make an informed decision regarding
24 approval of the Settlement based on the responses of the Class. The Court finds and determines
25 that the notice provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common to the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representative Jeannette Sanchez are typical of the
4 claims of the Class Members; (d) the Class Representative has fairly and adequately protected the
5 interests of the Class; (e) a class action is superior to other available methods for an efficient
6 adjudication of this controversy; and (f) counsel of record for the Class Representative are qualified
7 to serve as Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all persons who
9 were employed by Defendant in the State of California and classified as non-exempt employees at
10 any time during the Class Period (from May 17, 2019, through July 16, 2024, subject to the
11 limitations in Section 8 [of the Settlement Agreement]). The Court deems this definition sufficient
12 for purposes of California Rules of Court, Rule 3.765(a).

13 5. The Court hereby confirms Arrash T. Fattahi, Lisa B. Iturriaga, and Arman A. Salehi
14 of Wilshire Law Firm, PLC as Class Counsel.

15 6. The Court hereby confirms Plaintiff as the Class Representative.

16 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
17 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
18 found that the Settlement was reached as a result of informed and non-collusive arm's length
19 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
20 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
21 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
22 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
23 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
24 the Settlement and recognizes the significant value accorded to the Class.

25 8. The Court hereby approves and orders Defendant Lakewood Eye Physicians and
26 Surgeons, Inc., a Medical Group ("Defendant") to pay a total of \$450,000.00 to resolve this
27 litigation.
28

1 9. The Court finds and determines that the Individual Settlement Payments to be paid to
2 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby gives final approval to and orders the payment of those amounts to be made to the
4 Settlement Class Members in accordance with the Settlement.

5 10. From the Settlement Amount, the Court finds and determines that payment of
6 \$20,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
7 Workforce Development Agency will receive 75% (\$15,000.00), and the remaining 25%
8 (\$5,000.00) will be distributed to Aggrieved Employees (defined as all persons who were
9 employed by Defendant in the State of California and classified as non-exempt employees at any
10 time during the PAGA Period [June 21, 2022 through July 16, 2024]). The Court hereby grants
11 final approval to and orders the payment of the amount in accordance with the Settlement.

12 11. From the Settlement Amount, the Court finds and determines the Class Representative
13 Service Award of \$10,000.00 to the named Plaintiff is fair and reasonable. The Court hereby grants
14 final approval to and orders the payment of that amount to be paid to the named Plaintiff for her
15 service as a class representative and for her agreement to release claims.

16 12. From the Settlement Amount, the Court finds and determines that the fees and
17 expenses in administering the Settlement incurred by APEX Class Action Administration
18 (“APEX”) in the amount of \$5,990.00 are fair and reasonable. The Court hereby grants final
19 approval to and orders the payment of that amount in accordance with the Settlement.

20 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees
21 in the amount of \$150,000.00 and litigation costs in the amount of \$23,536.71. The Court hereby
22 grants final approval to and orders the payment of those amounts in accordance with the
23 Settlement.

24 14. Without affecting the finality of this Order or the entry of judgment in any way, this
25 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
26 administration, effectuation and enforcement of this order and the Settlement.

27 15. Defendant shall not have any further liability for costs, expenses, interest, attorneys’
28 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

1 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
2 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
3 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
4 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
5 to carry out the terms of the Settlement be construed as an admission or concession by or against
6 Defendant.

7 17. Upon completion of administration of the Settlement, the Settlement Administrator will
8 provide written certification of such completion to the Court, which shall be filed with the Court
9 seven (7) days before the non-appearance compliance hearing set for **April 16, 2027 at 10:30 a.m.**

10 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
11 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
12 Settlement, and this Order.

13 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
14 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

15 **IT IS SO ORDERED.**

16
17 Dated: _____

Honorable Theresa M. Traber
Judge of the Los Angeles Superior Court