

Clerk of the Superior Court
By T. Automation , Deputy Clerk

Nicholas J. Ferraro (SBN 306528)
nick@ferrarovega.com
Lauren N. Vega (SBN 306525)
lauren@ferrarovega.com
Dorota A. James (SBN 309933)
dorota@ferrarovega.com
FERRARO VEGA EMPLOYMENT LAWYERS, INC.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
Telephone: (619) 693-7727
Facsimile: (619) 350-6855

Attorneys for Plaintiff KANDACE BATTLE

Benjamin H. Haber (SBN 315664)
benjamin@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff RACHEL CHRISTINA GOODWIN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KANDACE BATTLE and RACHEL
CHRISTINA GOODWIN, individually, and on
behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act,

Plaintiffs,

v.

CALIFORNIA CLINIC MANAGEMENT, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00039498-CU-OE-CTL

*Hon. Loren G. Freestone
Dept. 64*

**Notice of Entry of Order Granting PAGA
Approval and Entering Judgment**

Action Filed: September 12, 2023

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On May 21, 2025, the Court entered the Order Granting Approval of PAGA Action
4 Settlement and Attorneys' Fees and Costs and Entering Judgment attached hereto as Exhibit 1.

5 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

6 3. A conformed copy of this Notice will be submitted to the LWDA via its online
7 electronic portal in accordance with Labor Code § 2699(s)(3).

8 4. Notice of the Court's final ruling and entry of judgment is hereby provided.
9

10 Respectfully submitted,

11 Dated: May 29, 2025

Ferraro Vega Employment Lawyers, Inc.

13 

14 Nicholas J. Ferraro

15 Attorneys for Plaintiff Kandace Battle
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

5/21/2025 2:53:13 PM

Clerk of the Superior Court
By M. Guyot ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KANDACE BATTLE and RACHEL
CHRISTINA GOODWIN, individually, and on
behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act,

Plaintiffs,

v.

CALIFORNIA CLINIC MANAGEMENT, LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2023-00039498-CU-OE-CTL

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to: Hon. Loren G.
Freestone, Dept. C-64]*

**REVISED [PROPOSED] FINAL ORDER
AND JUDGMENT GRANTING
PLAINTIFFS' MOTION TO APPROVE
PAGA SETTLEMENT**

Approval Hearing Date

Date: May 9, 2025

Time: 10:30 a.m.

Dept.: C-64

Complaint filed: September 12, 2023

FAC filed: April 11, 2025

Trial date: Not Set

1 This matter came on for hearing on May 9, 2025 at 10:30 a.m. in Department C-64 of
2 the above-entitled Court, the Honorable Lauren G. Freestone presiding. Based on the pleadings
3 on record, all papers submitted in connection with Plaintiffs' Notice of Motion and Motion to
4 Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiffs' Motion is
5 GRANTED.

6 The Court approves the Stipulation and Agreement for PAGA Representative Action
7 Settlement ("Settlement") entered into by Plaintiffs Kandace Battle and Rachel Christina
8 Goodwin (collectively, "Plaintiffs") and Defendant California Clinic Management, LLC
9 ("Defendant," and together with Plaintiffs, the "Parties"), finds the Settlement is fair,
10 reasonable, and adequate in view of PAGA's purposes, and hereby ORDERS as follows:

11 1. Defendant shall pay the Gross Settlement Amount of \$700,000.00 according to the
12 terms of the Settlement.

13 2. The Net Settlement Amount means the Gross Settlement Amount minus the
14 following: (a) \$233,333.33 allocated to Attorneys' Fees; (b) \$18,859.65 allocated to litigation
15 costs; (c) \$11,000.00 allocated to Settlement Administrator Costs; and (d) \$10,000.00 allocated to
16 each Plaintiff as a Service Award (\$20,000.00 total).

17 (a) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm and
18 Ferraro Vega Employment Lawyers, of Attorneys' Fees in the amount of
19 Two Hundred and Thirty-Three Thousand Three Hundred and Thirty-Three
20 Dollars and Thirty-Three Cents (\$233,333.33), to be paid from the Gross
21 Settlement Amount.

22 (b) The Court approves payment to Plaintiffs' counsel, Wilshire Law Firm and
23 Ferraro Vega Employment Lawyers, of litigation costs in the amount of
24 Eighteen Thousand Eight Hundred Fifty-Nine Dollars and Sixty-Five Cents
25 (\$18,859.65), to be paid from the Gross Settlement Amount.

26 (c) The Court approves payment to the Settlement Administrator, CPT Group,
27 Inc., for its reasonable costs and fees to administer the Settlement of Eleven
28 Thousand Dollars and Zero Cents (\$11,000.00), to be paid from the Gross

Settlement Amount.

(d) The Court approves Ten Thousand Dollars (\$10,000.00) each or Twenty Thousand Dollars (\$20,000.00) total to be paid to each of the named Plaintiffs as a Service Payment for their efforts as named plaintiffs and representatives for other Aggrieved Employees and the State of California, to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% (\$312,605.27) is allocated to the California Labor and Workforce Development Agency ("LWDA"); and 25% (\$104,201.75) is allocated to the Individual PAGA Payments.

4. The "PAGA Period" is defined as the period from June 22, 2021, through October 26, 2024.

5. The "Aggrieved Employees" are defined as all current and former hourly, non-exempt employees who performed work for Defendant in California during the PAGA Period.

6. "Effective Date" shall be the later of: (i) the 61st day after service of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Judgment are no longer subject to further judicial review.

7. "Released Claims" means all claims or causes of action for PAGA penalties that were, or could have been asserted based on the facts in Representative Plaintiffs' May 27, 2022 and July 7, 2023 notice letters to the LWDA and in the operative complaint in the Actions, pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq., based on the alleged violations of Labor Code §§ 201-204, 206, 206.5, 210, 216, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 256, 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, 2800, 2802, and the applicable IWC California Wage Orders, whether for civil penalties or attorneys' fees and costs, arising out of the PAGA Claim at issue, including: failure to pay for all hours worked; failure to pay minimum wages for all hours worked; failure to calculate and pay all overtime wages earned;

1 failure to provide meal periods and pay meal period premiums at the regular rate of pay; failure to
2 provide rest breaks and pay rest break premiums at the regular rate of pay; failure to pay all wages
3 in full and on time during employment; failure to maintain accurate records; failure to pay all
4 wages due upon termination; failure to provide accurate itemized wage statements; failure to
5 indemnify employees for necessary expenditures incurred in discharge of duties; failure to provide
6 sick pay and COVID-19 supplemental sick pay.

7 8. "Released Parties" means Defendant and each of its subsidiaries, affiliates, parent
8 companies, shareholders, members, owners, officers, employees, attorneys, representatives,
9 agents, insurers, predecessors, successors, and assigns, and any individual or entity which could
10 be jointly liable with Defendant.

11 9. The Aggrieved Employees and the State of California are bound by the release
12 outlined in Paragraph 34 of the Settlement Agreement, which states:

13 (a) Terms of Release. Upon the Funding Date, as defined below, in exchange
14 for the consideration recited in this Settlement Agreement, Representative
15 Plaintiffs, as the representatives for the State of California and all
16 Aggrieved Employees, and on behalf of their current, former, and future
17 heirs, executors, administrators, attorneys, agents, and assigns will forever
18 completely release and discharge the Released Parties of any and all
19 Released Claims, as defined in Paragraph 16 of the Settlement and
20 Paragraph 7 of this Order. The Aggrieved Employees and the State of
21 California are deemed by operation of the Final Order and Judgment to
22 have agreed not to sue or otherwise make a claim against any of the
23 Released Parties for any Released Claims. The release will not be effective
24 until Defendant has made all payments due under the terms of this
25 Settlement Agreement. The Representative Plaintiffs do not release any
26 Aggrieved Employee's claim for wages or damages.

27 (b) No Claims Based on Stipulation and Agreement. No Aggrieved Employee
28 will have any claim against any of the Released Parties, Defendant's

counsel, the Representative Plaintiffs, or PAGA Counsel, based on errors in administrating claims or performing the mailing and skip-tracing requirements of the Settlement Administrator under this Agreement.

10. Plaintiffs are bound by the release outlined in Paragraph 34 of the Settlement Agreement as Aggrieved Employees and by the release outlined in Paragraph 35 of the Settlement Agreement, which states:

(a) Terms of Release. Upon the Funding Date, as defined below, in exchange for the consideration recited in this Settlement Agreement, including the Representative Plaintiff Enhancement Awards, the Representative Plaintiffs, on behalf of themselves and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, does hereby and forever release, waive, acquit and discharge the Released Parties from all claims (known or unknown) which they have, had or might otherwise have had against the Released Parties, from the beginning of time to the date they sign this Agreement, regarding any aspect of their employment including, but not limited to, the Released Claims, any common law or statutory torts, any federal, state or governmental constitution, statute, regulation or ordinance, and any claim for wages or any other compensation or benefit.

(b) California Civil Code Section 1542. Upon the Funding Date, as defined below, the Representative Plaintiffs will be deemed to have, and by operation of the Final Order and Judgment will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her,

1 **would have materially affected his or her settlement with the debtor or**
2 **released party.”**

3 (c) No Other Actions. The Representative Plaintiffs are deemed by operation
4 of the Final Order and Judgment to have agreed not to sue or otherwise make
5 any claim against any of the Released Parties based upon any action, event,
6 or occurrence prior to the date the Representative Plaintiffs sign this
7 Settlement Agreement.

8 11. PAGA Counsel are bound by the release outlined in Paragraph 36 of the Settlement
9 Agreement, which states:

10 Upon the Funding Date, as defined below, PAGA Counsel release on behalf of their present
11 and former attorneys, employees, agents, successors and assigns, the Released Parties from
12 all claims for attorneys’ fees and costs incurred in connection with the facts and theories
13 alleged in the Complaints, the PAGA notices, and the Released Claims.

14 12. The “Funding Date” is defined as the later of 30 calendar days of the Effective Date
15 or May 30, 2025. The Court directs Defendant to fully fund the Gross Settlement Amount by
16 transmitting the funds to the Settlement Administrator within 30 days of the Effective Date.

17 13. The amount of each Aggrieved Employee’s Individual PAGA Payment will be
18 calculated as follows: For each individual, this share is calculated as the number of PAGA pay
19 periods worked by the individual within the PAGA Period divided by the total number of PAGA
20 pay periods worked by all individuals during the same period and multiplied by the PAGA
21 Aggrieved Employee Payment.

22 14. The Court directs the Parties and the Settlement Administrator to carry out the
23 terms of the Settlement.

24 15. Under California Code of Civil Procedure section 664.6, the Court retains
25 jurisdiction over the Parties to enforce the Settlement until performance in full of the
26 Settlement’s terms.

27 16. Plaintiffs’ counsel shall submit a copy of this Order to the LWDA within ten (10)
28 days of the entry of this Order.

1 17. The above-referenced action and all claims asserted by Plaintiffs individually and
2 in a representative capacity are hereby dismissed with prejudice.

3 18. Plaintiffs shall give notice.

4
5 DATE: 5/21/2025



Honorable Hon. Loren G. Freestone
San Diego County Superior Court Judge

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - May 08, 2025

HEARING DATE: 5/9/2025 HEARING TIME: 10:30am DEPT.: 64

JUDICIAL OFFICER: Loren G. Freestone

CASE NO.:37-2023-00039498-CU-OE-CTL

CASE TITLE: Battle vs California Clinic Management LLC [IMAGED]

CASE TYPE: (U)Other Employment

HEARING TYPE: Motion

TENTATIVE RULING

Plaintiff Kandace Battle and Rachel Goodwin's unopposed motion to approve PAGA settlement is **GRANTED**.

The settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.)

The court approves the following breakdown:

- Gross Settlement - \$700,000
- Attorney Fees - \$233,333.33
- Costs – \$18,859.65
- Administration - \$11,000 (as set forth in CPT's quote)
- Service Award - \$20,000 (\$10,000 to each of the two named plaintiffs)
- LWDA Payment – \$312,605.27
- Employee Payment - \$104,201.75 (distributed to aggrieved employees pro rata per the settlement)

Approval is conditioned upon the filing of a declaration confirming that the escalator clause was not triggered. If the clause was triggered, the parties shall be prepared to discuss whether the gross settlement will be increased or the PAGA period shortened accordingly.

Plaintiffs are directed to revise the proposed order in the following respects:

- Revise Paragraph 2 to reflect the amounts approved above
- Revise Paragraph 9.a to correct the cross-reference to the definition of "Released Claims" (which is in Paragraph 7 of the order, not Paragraph 8)
- Revise Paragraph 13 to replace the undefined term "Settlement Period" with the defined term "PAGA Period"
- Revise Paragraph 16 to require submission to the LWDA within 10 days (consistent with Labor Code section 2699, subd. (s)(3))
- Make any other revisions to the approved amounts in Paragraph 2 and the PAGA Period in Paragraph 4 that are necessitated in the event the escalator clause was triggered

The settlement notice shall likewise be revised to reflect the amounts approved by the court, as well as any other changes that are necessitated in the event the escalator clause was triggered.

CASE NUMBER: 37-2023-00039498-CU-OE-CTL

CASE TITLE: Battle vs California Clinic Management LLC [IMAGED]

Once signed, Plaintiffs shall submit the signed order to the LWDA within 10 days.