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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By B. Montijo ,Deputy Clerk

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

11 CURAMENG DEGUZMAN, individually, and
on behalf of all others similarly situated,

12 Plaintiff,

13 vs.
14

15 MILLENNIUM HEALTH, LLC, a limited
liability company; and DOES 1 through 10,
16 inclusive,

17 Defendants.
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Case No.: 37-2023-00040547-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Marcella O. McLaughlin, Dept. C-72

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff Teodoro Curameng Deguzman, the
Declaration of Nick Castro, and [Proposed]
Judgment]*

FINAL APPROVAL HEARING:

Date: July 11, 2025

Time: 9:30 a.m.

Dept.: C-72

Action Filed: September 13, 2021

FAC Filed: December 23, 2021

SAC Filed: June 26, 2024

Trial: Not Set

1 **PROPOSED FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On February 21, 2025, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Teodoro Curameng Deguzman ("Plaintiff") and
8 Defendant Millenium, Health, LLC ("Defendant") (together with Plaintiff, the "Parties"), in
9 accordance with the Parties' Joint Stipulation Regarding Settlement of Class and Representative
10 Action (the "Settlement"). The Settlement was attached as **Exhibit A** to the Declaration of Kane
11 Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
12 Settlement that was filed on February 13, 2025.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of attorneys' fees to Class Counsel, litigation costs to
15 Class Counsel, Service Award to the Class Representative, Settlement Administration Costs, and the
16 PAGA Award, and whether the Settlement should be finally approved as fair, reasonable, and
17 adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed]
18 Final Approval Order.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.

26 2. Plaintiff's Motion for Final Approval came before Department C-72 of this Court, the
27 Honorable Marcella O. McLaughlin presiding, on July 11, 2025.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and her counsel of record ("Class Counsel"); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Final
10 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the "Class
12 Members"): all non-exempt, hourly-paid California employees employed by Defendant during the
13 Class Period. The "Class Period" means the time period between August 7, 2021 to November 1,
14 2024.

15 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
16 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
17 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
18 from the Settlement do not apply to the Released PAGA Claims.

19 6. The Released PAGA Claims shall bind the following individuals ("PAGA
20 Members"): all non-exempt, hourly-paid. California employees employed by Defendant during the
21 PAGA Period. The "PAGA Period" means the period from September 9, 2022, to November 1, 2024.

22 7. The Court finds that Plaintiff exhausted all administrative remedies required to bring
23 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
24 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
25 that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
26 Development Agency ("LWDA") has been given timely notice of the Settlement, has not objected,
27 and is therefore bound by this Final Approval Order.

28 8.

1 9. The deadline to submit a Request for Exclusion or to submit written objections to the
2 Settlement for the majority of Class Members was May 27, 2025.

3 10. No Requests for Exclusion were received. Accordingly, all 566 Class Members
4 remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

5 11. The Court finds that a full opportunity has been afforded to Class Members to object
6 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
7 opportunity to object to the Settlement. No written objections were received, and no Class Members
8 appeared at the Final Approval Hearing to present any objections.

9 12. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
10 Court Approval (the "Class Notice"), which was attached as Exhibit 1 to the Settlement and provided
11 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
12 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
13 practicable under the circumstances, by providing individual and adequate notice of the proceedings
14 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
15 requirements of due process and provided the Class Members with adequate instructions and a variety
16 of means to obtain additional information.

17 13. Class Release. Upon the Effective Date of the Settlement, subject to Defendant's full
18 payment of all amounts due therein, and except as to such rights or claims as may be created by the
19 Settlement, All Participating Class Members, on behalf of themselves and their respective former
20 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
21 Released Parties from all claims that were alleged, or reasonably could have been alleged, based on
22 the facts and claims alleged in the Operative Complaint and/or PAGA Notice, and ascertained in the
23 course of the Action, including the following claims for relief: (i) failure to pay minimum and straight
24 wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize
25 and permit rest periods; (v) failure to timely pay final wages during employment and at termination;
26 (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for
27 expenditures; (viii) unfair business practices; (ix) unlawful time rounding; (x) failure to pay overtime,
28 break premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor Code sections

201, 202, 203, 204, 2046, 210,216,218, 218.5, 218.6, 223, 226, 226.3, 226.7, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1771, 1774, 1776, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any applicable Industrial Welfare Commission Wage Orders; (xii) an alleged violation of Business & Professions Code section 17200, *et seq.*; and (xiii) all claims for damages, penalties, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief in California statute, ordinance, regulation, common law, or other source of law. Except as set forth in Paragraph 5.3 of this Agreement, 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.

14. PAGA Release. Upon the Effective Date of the Settlement, subject to Defendant's full payment of all amounts due herein, and except as to such rights or claims as may be created by the Settlement, all Participating Class Members who are Aggrieved Employees and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and claims alleged in the Operative Complaint and/or PAGA Notice, and ascertained in the course of the Action, including claims for: (i) failure to pay minimum and straight wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest periods; (v) failure to timely pay final wages during employment and at termination; (vi) failure to provide accurate itemized wage statements; (vii) failure to indemnify employees for expenditures; (viii) unfair business practices; (ix) unlawful time rounding; (x) failure to pay overtime, break premiums, and sick pay at the regular rate of pay; (xi) alleged violation of Labor Code sections 201, 202, 203, 204, 204b, 210, 216, 218,218.5, 218.6, 223,226,226.3, 226.7, 432,510,512,551,552,558, 1174, 1174.5, 1771, 1774, 1776, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, and any applicable Industrial Welfare Commission Wage Orders.

1 15. General Release by Class Representative. Upon the Effective Date of this Settlement
2 Agreement, the Class Representative shall release the Released Class Claims and Released PAGA
3 Claims against the Released Parties, and shall make the additional following General Release in favor
4 of the Released Parties:

5 a. Plaintiff and his or her respective former and present spouses,
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
7 unconditionally and forever release, waive, and discharge all demands, damages, debts,
8 liabilities, contracts, obligations, actions, causes of action and claims of every kind, nature, and
9 description whatsoever, whether now known or unknown, suspected or unsuspected including
10 in equity or otherwise, which she ever had or now has against the Released Parties arising or
11 accruing at any time prior to the Effective Date, including, without limitation any matter, cause
12 or claim arising out or related to facts or events occurring prior to the execution of this Settlement
13 Agreement, related to Plaintiff's employment with Defendant. The claims released by Plaintiff
14 include but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
15 on the facts contained, in the operative complaint and (b) all PAGA claims that were, or
16 reasonably could have been, alleged based on facts contained in the operative complaint,
17 Plaintiff's PAGA Notice, or ascertained during the Action and released under paragraphs 72 and
18 73, above. Claims released by Plaintiff also include but are not limited to: (a) any claims that
19 were or could have been brought under California Labor Code sections 132a, 201, 202, 203, 204,
20 210, 216, 218, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1050, 1054, 1194,
21 1194.2, 1197, 1198, 2698 et seq., 2800, et seq., the applicable Industrial Welfare Commission
22 Wage Orders, the Fair Labor Standards Act (FLSA), and all related or corresponding federal
23 laws, and all implementing regulations and interpreting guidance; (b) any claims that were or
24 could have been brought under California Corporations Code, and California Business and
25 Professions Code, including but not limited to the California Business and Professions Code
26 section 17200 et seq.; (c) any other causes of action, including those seeking premiums, statutory
27 or civil penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory
28 relief, or accounting, whether such causes of action are in tort, contract, equity, statute, or

1 common law; (d) any claims under the Fair Employment and Housing Act, Americans with
2 Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act
3 of 1964, and (e) any other claims the Plaintiff could have made related to her employment with
4 Defendant. Plaintiff's Release does not extend to any claims or actions to enforce this
5 Agreement, or to any claims for: (a) state disability insurance benefits pursuant to the terms of
6 applicable state law; (b) any benefit entitlements vested as of the date of the Plaintiff's
7 termination, pursuant to written terms of any benefit plan; (c) continued participation in certain
8 group benefit plans on a temporary basis pursuant to the federal Consolidated Omnibus Budget
9 Reconciliation Act of 1985 (commonly known as COBRA); and (d) any other claims that may
10 not be waived or released pursuant to statute or other applicable law. Plaintiff acknowledges that
11 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
12 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and
13 remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
14 discovery of them.

15 b. The Class Representative acknowledges that she has had the opportunity to
16 review, and has reviewed, California Civil Code section 1542, which provides: A general release
17 does not extend to claims that the creditor or releasing party does not know or suspect to exist in
18 his or her favor at the time of executing the release and that, if known by him or her, would have
19 materially affected his or her settlement with the debtor or released party. Being fully informed
20 of this provision of the Civil Code and understanding its provisions, the Class Representative
21 agrees to waive any rights under that section, and acknowledges that this Settlement Agreement
22 and the release contained herein extends to all claims that she has or might have against the
23 Released Parties, including those which are presently unknown to her or that she does not know
24 or suspect to exist, which, if known by Plaintiff, might have affected her settlement with, and
25 release of, the Released Parties or might have affected her decision

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

28 17. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and

the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and PAGA Members, respectively, are fair and reasonable. Thus, the Court authorizes the Settlement Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

18. Defendant is ordered to fully fund the Gross Settlement Amount (**\$299,433.61**), and also fund the amounts necessary to fully pay its employer's share of payroll taxes, separate and apart from the Gross Settlement Amount, by transmitting the funds to the Settlement Administrator no later than 30 calendar days after the Effective Date.

19. From the Gross Settlement Amount the Settlement Administrator shall pay no later than 30 calendar days after the Effective Date: (1) the Class Representative's Service Award; (2) the Settlement Administration Costs; (3) the part of the PAGA Award or \$30,000.00 payable to the LWDA; (4) Class Counsel's awarded attorney fees; (5) Class Counsel's awarded costs; (6) the Net PAGA Amount to PAGA Members; and (7) the Net Settlement Amount to Participating Class Members.

20. A total amount of \$30,000.00 shall be allocated as the "PAGA Award," payable from the Gross Settlement, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$22,500.00**) to the LWDA and 25% (**\$7,500.00**) to PAGA Members (the "Net PAGA Amount").

21. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and PAGA Member, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00** (the "Service Award"), payable from the Gross Settlement Amount, for her role and service as the Class Representative, for the risks and work attendant to that role, and for her general release of claims and waiver of section 1542 rights.

22. The Court confirms the appointment of Kane Moon and Daniel J. Park of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in

1 wage and hour class action litigation, have no apparent conflicts of interest with
2 Plaintiff, other Class Members, or the Settlement Administrator, and have adequately
3 represented Class interests. The Court approves and orders the payments to Class
4 Counsel, payable from the Gross Settlement Amount, of ~~\$99,433.61~~ ^{99,811.20} for reasonable
5 attorneys' fees, and **\$17,252.64**, for reimbursement of out-of-pocket litigation costs.
6 The Court finds that these amounts are reasonable considering the benefits provided
7 to the Class.

8 23. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
9 Administrator, who has fulfilled its initial notice and reporting duties. The Court
10 approves and orders the payment to the Administrator of **\$8,000.00** ("Settlement
11 Administration Costs"), payable from the Gross Settlement Amount, for settlement
12 administration.

13 24. Pursuant to California Code of Civil Procedure section 384, following the expiration
14 of the 180-day check-cashing deadline, should there be any uncashed checks, the
15 Settlement Administrator shall transmit those amounts to the California State
16 Controller's Unclaimed Property Fund in the name of each Participating Class
17 Member and/or PAGA Member who failed to cash their settlement check prior to the
18 void date.

19 25. In accordance with California Rule of Court 3.771(b), notice of the concurrently
20 filed Judgment will be given to the Class by the Settlement Administrator, who will
21 post an electronic copy on its website for no less than ninety (90) calendar days
22 following entry thereof.

23 26. This Final Approval Order and the concurrently filed Judgment are intended to be a
24 final disposition of the Action in its entirety and are intended to be immediately
25 appealable.

26 27. The obligations set forth in the Settlement are deemed part of this Final Approval
27 Order and the concurrently filed Judgment, and the Parties and the Settlement
28 Administrator are ordered to carry out the Settlement according to its terms and

provisions.

28. After entry of the concurrently filed Judgment, the Court shall have continuing jurisdiction under Cal. Rules of Court, Rule 3.769(h) to enforce the terms of the Judgment.

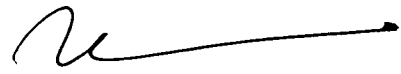
29. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

30. The Court sets a (Non-Appearance) Hearing re: Distribution on _____ at _____. in Department C-72. Class Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than _____.

IT IS SO ORDERED.

DATE:

July 15th 2025
JUL 15 2025



THE HON. MARCELLA O. MCLAUGHLIN
Judge of the Superior Court, San Diego County

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St, Suite 3100, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Alison L. Lynch
Christian J. Keeney
Jonathan R. Stilz
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite
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Telephone: (949) 885-1360
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Attorneys for Defendant Millennium Health, LLC

[✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **July 10, 2025** at Los Angeles, California.

Jim Salazar
Type or Print Name


Signature