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on behalf of herself and others similarly situated

[Additional Counsel for Plaintiffs on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIELA MENDEZ on behalf of herself and
others similarly situated,

Plaintiff,

vs.

MIRACLE MILE HEALTHCARE CENTER,
LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV31849
Related Case No. 24STCV05211

CLASS ACTION

*[Assigned for all purposes to the Hon. Stuart
Rice, Dept. 1]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: August 11, 2025

Time: 10:30 a.m.

Dept.: 1

FILED
Superior Court of California
County of Los Angeles

08/11/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

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1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff MARIELA MENDEZ (“Plaintiff Mendez”) and Plaintiff MAGDA PEREZ (“Plaintiff
3 Perez”) (collectively “Plaintiffs”) against Defendant MIRACLE MILE HEALTHCARE CENTER,
4 LLC (“Defendant”) In the lawsuit, Plaintiffs allege that all persons who were employed by Defendant
5 in California and were classified as an hourly non-exempt employee during the Class Period (“Class”
6 or “Class Members”). The “Class Period” is the period from December 1, 2022, through April 23,
7 2024, Defendant failed to pay minimum wage and overtime for all hours worked; failed to provide
8 legally compliant meal and rest periods; failed to indemnify employees for employment-related
9 losses/expenditures; failed to provide legally compliant wage statements; failed to timely pay unpaid
10 wages following separation of employment; and that these actions violated the Labor Code and
11 Business and Professions Code and gave rise to additional civil penalties pursuant to the PAGA.

12 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members of
13 the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are
14 appropriate for class or representative treatment.

15 On March 17, 2025, this Court entered an amended order granting preliminary approval of the
16 class action settlement, resulting in preliminary certification of the following class for settlement
17 purposes only: any person employed by Defendant in California and classified as an hourly non
18 exempt employee during the Class Period (“Class” or “Class Members”). The “Class Period” is the
19 period from December 1, 2022, through April 23, 2024.

20 The Court further directed the Plaintiffs to provide notice to the class, which informed absent
21 class members about information about the settlement, including: (a) the proposed settlement, and the
22 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
23 any Class Member to object to the proposed settlement, and an explanation of the procedures to
24 exercise that right; (d) the right of any class member to exclude themselves from the proposed
25 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
26 procedures for class members to participate in the proposed settlement.

27 The Court, upon notice having been given as required in the preliminary approval order, and
28 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**

1 **AND ENTERS JUDGMENT AS FOLLOWS:**

2 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
3 including all members of the settlement class.

4 2. The Court finds that the class is properly certified as a class for settlement purposes
5 only.

6 3. The notice provided to the class members conforms with the requirements of
7 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
8 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
9 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
10 the circumstances, by providing individual notice to all class members who could be identified
11 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
12 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
13 requirements of due process, and was the best notice practicable under the circumstances.

14 4. The Court finds the settlement was entered into in good faith, that the settlement is
15 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
16 requirements for final approval of this class action settlement under California law, including the
17 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
18 3.769.

19 5. The Settlement Agreement is not an admission by Defendant, or by any other released
20 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
21 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
22 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
23 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
24 concession, or liability whatsoever by or against Defendant or any of the other released parties.

25 6. No Class Members have objected to the terms of the Settlement.

26 7. One class member has requested to be excluded from the Settlement: Tova K.
27 Houston.
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1 8. Defendant shall fund the gross settlement amount of Two Hundred Fifty Thousand
2 Dollars (\$250,000.00), plus the amount necessary to pay Defendant's share of payroll taxes, all
3 within 14 days after the day that the Court enters this Order.

4 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
5 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
6 payment of incentive awards in the amount of ^{\$7,500}~~\$10,000.00~~ to each Plaintiff, payable from the gross
7 settlement amount pursuant to the terms of the Settlement Agreement.

8 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
9 \$83,332.50, and the reimbursement of litigation expenses in the sum of \$15,275.90, both payable
10 from the gross settlement amount and pursuant to the terms of the settlement agreement. Both are
11 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
12 percentage of a common fund obtained for the class. The court also has considered the lodestar
13 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
14 actual benefit obtained for the class.

15 10. The Court approves the payment of \$25,000.00 to civil penalties pursuant to the
16 Private Attorneys General Act of 2004, payable from the gross settlement amount. Seventy-five
17 percent of this amount, \$18,750.00, will be paid to the Labor Workforce Development Agency and
18 twenty-five percent, \$6,250.00, will be paid to the Aggrieved Employees as defined in and pursuant
19 to the terms of the Settlement Agreement.

20 11. The Court approves and orders payment in the amount of \$7,000.00 to Phoenix
21 Settlement Administrators for performance of settlement administration services pursuant to the terms
22 of the settlement agreement. This amount will be payable from the gross settlement amount and
23 pursuant to the terms of the Settlement Agreement.

24 12. The Court approves and orders funding of the settlement in compliance with the terms
25 of the settlement agreement, including the payment and disbursement schedule.

26 13. Following 180 days after the settlement administrator mails the individual settlement
27 payments to the Class Members and Aggrieved Employees; any monies and interest remaining from
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uncashed checks shall be sent to the Controller of the State of California to be held in the class member's name until claimed pursuant to the Unclaimed Property Law, Code Civ. Proc. §§1500.

14. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the Settlement Agreement and declares, that the Settlement Agreement binding on Plaintiff, all Class Members who have not opted out, and all Aggrieved Employees, all of whom will release the Released Parties from the released claims as set forth by the approved Settlement Agreement.

15. This Court shall retain jurisdiction over all matters related to the administration and consummation of the terms of this Settlement, over the enforcement, construction and interpretation of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final Judgment, including, but not limited to, the provisions therein enjoining any further litigation of Released Claims, and over the Representative Plaintiffs and all Class Members (and their attorneys and law firms) in connection therewith.

16. The Plaintiffs shall file a report for the settlement administrator by June 22, 2026, confirming the distribution of funds, indicating the total amount paid to the class members and confirming the distribution of funds, indicating the total amount paid to the class members and confirming that all funds, including uncashed funds, have been disbursed.

17. A non-appearance case review re Compliance with the Distribution is set for June 29, 2026 at 4:00 ~~a.m.~~ p.m. in this department.

18. The Court hereby enters Judgment in the case, which will be res judicata as to the released claims of Plaintiffs, Class Members, and Aggrieved Employees.

IT IS SO ORDERED AND ADJUDGED.

Dated: 08/11/2025



A handwritten signature in black ink, appearing to read "Theresa M. Traber".

Theresa M. Traber / Judge

~~Hon. Stuart Rice~~

Judge of the Superior Court