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MAYGREE LINDOR

ELECTRONICALLY FILED
Superior Court of California
County of Marin
05/22/2025
James M. Kim, Clerk of the Court
R. Baker, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

MAYGREE LINDOR, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

PRAC HOLDINGS, INC., a Delaware
corporation; and DOES 1 TO 50,

Defendants.

CASE NO.: CV0000805

[Assigned to Honorable Stephen Freccero,
Courtroom A]

SPF

~~[PROPOSED]~~ FINAL JUDGMENT

Complaint Filed: August 25, 2023
Trial Date: None

1 Plaintiff Maygree Lindor (“Plaintiff) Motion for Final Approval of Class Action
2 Settlement and for Attorney’s Fees and Costs (“Motion for Final Approval”) came on for hearing
3 on May 20, 2025, at 1:30 p.m. in Department A of the above captioned court before the Honorable
4 Stephen Freccero. The court granted the Motion and finally approved the class action settlement
5 as set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT (“Settlement”
6 or “Agreement”), which was attached as Exhibit 1 to the Declaration of Matthew Haulk in
7 Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement and for
8 Attorney’s Fees and Costs as filed in this action on October 28, 2024.

9 **NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED** that:

10 1. The certification of the Class is confirmed for the purposes of settlement. The
11 Class Period is August 25, 2019 through January 28, 2025. The Class is defined as follows:

12 All current and former non-exempt and/or hourly employees employed by
13 Defendant in the State of California at any time during the Class Period.

14 2. All persons who meet the foregoing definition are Class Members and
15 Participating Class Members.

16 3. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount, each Class Member, each Aggrieved Employee, and the State of California and the
18 Labor and Workforce Development Agency (“LWDA”) will be subject to and bound by the
19 releases set forth in the Agreement as against Defendant and Released Parties, as those terms are
20 defined in the Agreement and as set forth below:

21 1.4. “Aggrieved Employee” all current and former non-exempt and/or hourly
22 employees employed by Defendant in the State of California at any time during the
23 PAGA Period.

24 1.5. “Class” means all current and former non-exempt and/or hourly employees employed
25 by Defendant in the State of California at any time during the Class Period.

26 1.6. “Class Member” or “Settlement Class Member” means a member of the Class, as
27 either a Participating Class Member or Non-Participating Class Member (including a
Non-Participating Class Member who qualifies as an Aggrieved Employee).

28 1.12. “Class Period” means the period from August 25, 2019 through January 28, 2025.

1.32. "PAGA Period" means the period from January 9, 2023, through January 28, 2025.

1.34. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.42. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, parents, subsidiaries, affiliates, attorneys, insurers, predecessors, successors, and assigns.

5.2. Release by All Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or ascertained in the course of the Action, related to the reimbursement or non-reimbursement of business expenses, including all claims arising under California Labor Code Sections 2800 and/or 2802, as well as related or derivative claims under Business and Professions Code section 17200 et seq. The release shall run during the Class Period, through the date of entry of the Preliminary Approval Order.

5.3. Release by Aggrieved Employees, Including Non-Participating Class Members: All 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 PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and/or ascertained in the course of the Action, including based on any alleged failure to pay wages or overtime, failure to provide meal periods, failure to provide rest periods, nonpayment of wages at termination of employment, failure to provide accurate wage statements, and/or failure to reimburse for expenses or losses. This Release shall include all such claims and theories contained in the Operative Complaint, any prior complaint in the Action and/or the PAGA Notice, arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 2800, 2802, and/or 2810.5. The release shall run during the PAGA Period, through the date of entry of the Preliminary Approval Order..

4. This Court hereby grants final approval for and awards the following amounts, all to be paid from the Gross Settlement Amount: (i) \$101,500 for the Class Counsel attorney's fee award comprised of 35% of the Gross Settlement Amount, and litigation expenses in the amount of \$9,951.84; (ii) Administrator expense payment of \$13,550 to ILYM Group, Inc.; and (iii) 37,500 (75% of the PAGA Settlement) to the Labor and Workforce Development Agency

1 (“LWDA Payment”).

2 5. Plaintiff shall give notice of this Judgment to the Labor and Workforce
3 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
4 California Labor Code section 2699(1)(3).

5 6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
6 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
7 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
8 benefits, pursuant to Code of Civil Procedure section 664.6.

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

11
12 DATED: 05/22/2025



By:

Hon. Stephen Freccero
Judge of the Superior Court

PROOF OF SERVICE

Maygree Lindora v. Prac Holdings, Inc.
Marin County Superior Court Case No.: CV0000805

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): [PROPOSED] FINAL JUDGMENT	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Gary McLaughlin, Esq. Gregory Agron, Esq. Mitchell Silberberg & Knupp LLP 2049 Century Park East, 18th Floor Los Angeles, California 90067-3120 Telephone: (310) 312-2000 Facsimile: (310) 312-3100 Email: gmm@msk.com gja@msk.com Diane.davis@msk.com <i>Attorneys for Defendant Prac Holdings, Inc.</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f. X	By Electronic Transmission. I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on April 28, 2025

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

April 28, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)