

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Jean Hopkins Power (SBN 326509)
j.power@d.law
Enoch Kim (SBN 261146)
e.kim@d.law
Melissa Rodriguez (SBN 352716)
m.rodriguez@d.law
Melissa Rodriguez (SBN 352716)
450 N. Brand Blvd. Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiffs KYLE E. PETTY and
CORINA ANGELA MACIAS, individuals
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KYLE E. PETTY, and CORINA ANGELA
MACIAS, individuals on behalf of themselves
and others similarly situated,

Plaintiffs,

vs.

RADIOLOGY PARTNERS MANAGEMENT,
LLC, a Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV05436

Assigned To:
Hon. Elihu M. Berle
Dept.: 6

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AGREEMENT; FINAL JUDGMENT**

Hearing Date: May 19, 2025
Time: 11:00 a.m.
Department: 6

On May 19, 2025, at 11:00 a.m. in Department 6, Plaintiffs Kyle E. Petty’s and Corina Angela Macias’ (“Plaintiffs”) unopposed Motion for Approval of PAGA Settlement Agreement (“Settlement Agreement”) entered into by and between Plaintiffs, on behalf of themselves, the State of California, and all aggrieved employees (“Aggrieved Employees”), and Defendant Radiology Partners Management, LLC (“Defendant”) (Plaintiffs and Defendant collectively referred to herein as “the Parties”), came before the Court for hearing pursuant to the Private Attorney General Act (“PAGA”), California Labor Code § 2698 *et seq.* Plaintiffs appeared via their counsel (“PAGA Counsel”) and counsel also appeared for Defendant. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, the arguments of counsel, and GOOD CAUSE having been shown, Plaintiffs’ Motion is GRANTED.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates the Settlement Agreement entered into between Plaintiffs, on behalf of themselves, Aggrieved Employees, and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto and over all parties to the Action.

2. Aggrieved Employees are defined as “all persons employed by Defendant in hourly or non-exempt positions in California at any time during the PAGA Period.” “PAGA Period” means the period from March 5, 2023, through the date of entry of the Court’s order granting final approval of the Settlement and entering judgment.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is \$95,000.00 (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a Settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary, oppressive, or confiscatory. The Settlement reached was a result of serious and non-collusive, arms-length negotiations. The

1 Court, therefore, approves the Settlement as set forth in the Settlement Agreement and directs the
2 Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

3 4. The Court hereby finds that Plaintiffs' notice of the proposed Settlement submitted
4 to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied
5 with the notice requirements of California Labor Code § 2699.

6 5. Effective on the date when Defendant fully funds the Qualified Settlement Fund
7 with the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and the State of California
8 shall be bound by the releases set forth in the Settlement Agreement. The release by Aggrieved
9 Employees is as follows:

10 Release by Aggrieved Employees:

11 All Aggrieved Employees are deemed to release any and all claims, demands, or causes
12 of action for PAGA civil penalties that were or could have been alleged in the Lawsuit or in
13 Plaintiffs' letters to the LWDA, or that are based on or arise out of any or all of the facts asserted
14 in any version of the complaints filed in the Lawsuit or in any letter to the LWDA, including,
15 without limitation, any and all claims, demands, or causes of action for alleged failure to pay
16 minimum wage or overtime wages, unlawful deductions, unlawful withholdings, failure to
17 provide meal periods, failure to provide rest periods, failure to reimburse for business expenses,
18 failure to properly pay tipped wages, failure to provide sick leave, wage notice violations, wage
19 statement violations, failure to pay all wages due upon termination of employment, failure to
20 properly calculate the regular rate of pay, and statutory penalties based on the foregoing under
21 PAGA (Lab. Code section 2698, *et seq.*).

22 "Released Parties" means (a) Defendant Radiology Partners Management, LLC (b)
23 Defendant's respective past, present, and future direct and indirect parents, subsidiaries, related
24 companies, and affiliates; (c) the past, present, and future shareholders, directors, officers, agents,
25 business partners, employees, clients, attorneys, insurers, predecessors, successors, and assigns
26 of any of the foregoing; and (d) any individual or entity that could be jointly or severally liable
27 with any of the foregoing.

28 "Operative Complaint" means the Second Amended Complaint filed by Plaintiffs on April

1, 2025 in the Action.

“PAGA Notice” means Plaintiff Petty’s PAGA Notice letter to Defendant and the LWDA submitted on December 17, 2024 (LWDA-CM-1014782-24) providing notice pursuant to Labor Code section 2699.3, subd. (a).

6. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the Action, or of any wrongdoing by the Defendant, or any of the other Released Parties.

7. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

8. Pursuant to the terms of the Settlement, the Court awards an Attorneys’ Fee Payment in the amount of **\$31,666.66**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorneys’ fees arising out of the Action.

9. The Court awards a Litigation Expenses Payment in the amount of **\$19,143.29**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys’ costs arising out of the Action.

10. The Court appoints Apex Class Action LLC (“Apex”) to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration-related payments in the amount of **\$4,750.00** as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

11. Pursuant to the terms of the Settlement Agreement, the PAGA Settlement Payment of approximately **\$39,440.05** shall be allocated as follows: 75% (**\$29,580.04**) allocated to the LWDA (“LWDA PAGA Payment”) and 25% (**\$9,860.01**) allocated to the Aggrieved Employees (“Individual PAGA Payments”) and will be paid out pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

12. Defendant will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

1 13. The Court hereby approves the Notice of PAGA Settlement and Release of Claims
2 to be mailed to Aggrieved Employees along with the Individual PAGA Payments by the
3 Settlement Administrator.

4 14. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
5 purposes of supervising the implementation, enforcement, construction, administration, and
6 interpretation of the Settlement Agreement and this Judgment.

7 15. The Court hereby enters judgment of the entire Action, with prejudice, for the
8 reasons set forth above and upon the terms set forth in the Settlement Agreement.

9 16. This Judgment is intended to be a final disposition of the above-captioned action in
10 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
11 jurisdiction as set forth above, the Court directs the clerk of the Court to enter Judgment.

12 15. As the Judgment is consistent with the terms of the Settlement Agreement, the
13 Parties and their respective counsel waive all rights to appeal from the Judgment, including all
14 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
15 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
16 waiver of the right to oppose such motions, writs, or appeals. If another individual or entity who
17 is not a Party to this Agreement appeals the Judgment, the Parties' obligations to perform under
18 the Settlement Agreement will be suspended until such time as the appeal is finally resolved and
19 the Judgment becomes final.

20
21 **IT IS SO ORDERED.**

22
23 DATED: _____, 2025

24 Hon. Elihu M. Berle
25 Judge of the Superior Court
26
27
28