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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

VALERIA CHAVEZ and JESSE RAMIREZ,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiffs,

vs.

PACIFIC DERMATOLOGY INSTITUTE INC.,
a California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. CIVSB2426370

Assigned for All Purposes To:
Hon. Stephanie Thornton-Harris, Dept.
S31

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Motion for Approval Hearing:

Date: December 2, 2025

Time: 08:30 a.m.

Dept: S31

Complaint filed: August 27, 2024

Trial date: Not set

1 The Court, having considered the Plaintiffs Valeria Chavez and Jesse Ramirez’s Motion
2 for Approval of PAGA Settlement pursuant to California’s Private Attorneys General Act,
3 California Labor Code § 2698 *et seq.* (“PAGA”), as well as the PAGA Settlement Agreement
4 (“Settlement” or “Settlement Agreement,” attached as Exhibit 1 to the Declaration of John G.
5 Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined
6 that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and
7 reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on
12 behalf of herself, the State of California, and Aggrieved Employees, on the one hand, and
13 Defendants Pacific Dermatology Incorporated and any of its subsidiaries and affiliates, including
14 but not limited to Pacific Dermatology, Inc. and Pacific Dermatology, Inc. (collectively,
15 “Defendants”), on its own behalf and on behalf of the Released Parties, on the other hand. Unless
16 otherwise provided herein, all capitalized terms used herein shall have the same meaning as
17 defined in the Settlement Agreement.

18 3. Aggrieved Employees all non-exempt, hourly individuals that worked for
19 Defendant in California at any time during the PAGA Period (January 23, 2024, to March 23,
20 2025).

21 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
22 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of
23 California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding
24 the Settlement.

25 5. The Court finds that the Settlement has been reached as a result of serious and non-
26 collusive, arm's-length negotiations. The Court has considered the nature of the claims, the
27 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
28 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement

1 involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine
2 and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate,
3 and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined
4 in the Settlement Agreement.

5 6. Defendant will not be required to pay any additional amounts in connection with
6 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
7 Agreement and this Order, which shall not exceed \$127,500.00.

8 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law
9 Firm, PLC, in the total amount of \$42,500.00. The Court also awards a PAGA Counsel Litigation
10 Expenses Payment in the total amount of \$16,067.02. The PAGA Counsel Fees Payment and the
11 PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

12 8. The Court awards a PAGA Representative Service Payment to Plaintiff Chavez in
13 the amount of \$6,000.00 and Plaintiff Ramirez in the amount of \$4,000.00, to be paid from the
14 Gross Settlement Amount. Plaintiffs each submitted a declaration detailing the ways in which they
15 assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light
16 of the stated purpose of PAGA.

17 9. The Court appoints Apex Class Action Administration (“Apex”) to serve as the
18 Settlement Administrator. The Court concludes that the Administration Expenses Payment in the
19 amount of \$4,790.00 is reasonable and necessary to administer the Settlement and shall be paid
20 from the Gross Settlement Amount.

21 10. The Net Settlement Amount of \$54,142.98 shall be allocated as follows: 75% of
22 the PAGA Settlement Amount, or \$40,607.24, will be paid to the LWDA, and the remaining 25%,
23 or \$13,535.75, will be paid to all Aggrieved Employees pursuant to the calculation set forth in the
24 Settlement Agreement for calculating Individual PAGA Payments.

25 11. The Court directs that the Administrator send the Notice, attached as Exhibit A to
26 the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to
27 be disseminated pursuant to the Settlement.

28 12. Upon the Effective Date, the terms of the Settlement Agreement, and this Order

1 and Judgment, shall be binding on the Parties. Plaintiff and the Aggrieved Employees shall be
2 bound by the releases set forth in the Settlement Agreement. Specifically:

3 a. Upon the Effective Date and contingent upon payment of the Gross Settlement
4 Amount, Plaintiff will be deemed to have provided a general release to the Released
5 Parties.

6 b. Upon the Effective Date and contingent upon payment of the Gross Settlement
7 Amount, all Aggrieved Employees will release on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors and assigns, the Defendant and its former, present, and
10 future owners, parents, and subsidiaries, and all of its current, former, and future
11 officers, directors, employees, agents, members, managers, partners, shareholders,
12 joint venturers, successors, assigns, accountants, insurers, or legal representatives
13 from all claims for PAGA penalties that were alleged, or reasonably could have
14 been alleged, in the PAGA Action and the PAGA Notices, including but not limited
15 to, claims for PAGA civil penalties for: (1) failure to pay for all hours worked,
16 including minimum, straight time, and overtime wages; (2) failure to provide meal
17 periods; (3) failure to authorize and permit rest periods; (4) failure to pay all earned
18 wages twice per month; (5) failure to maintain accurate records of hours worked
19 and meal periods; (6) failure to timely pay all wages at termination; (7) failure to
20 furnish accurate itemized wage statements; (8) failed to indemnify for necessary
21 expenditures; and (9) failure to produce requested employment records. Aggrieved
22 Employees, other than Plaintiffs, will not be deemed to have released any non-
23 PAGA individual claims by virtue of this Agreement. This release applies only to
24 PAGA penalty claims that accrued during the PAGA Period. The PAGA Period
25 means January 23, 2024 through March 23, 2025.

26 13. Without affecting the finality of this order and entry of judgment, the Court retains
27 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
28 implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California

Code of Civil Procedure section 664.6.

14. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

15. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2026 (at least 14 days prior to any deadline set by the Court). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ (proposed July 24, 2026) at _____ a.m./p.m.

16. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date.

17. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10) calendar days after the entry of this Order.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Honorable Stephanie Thornton-Harris
Judge of the Superior Court