

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Stanley Mosk Courthouse, Department 408

**24STCV31693**

**LAURA RAZO vs EYE PHYSICIANS OF LONG BEACH, A  
MEDICAL GROUP INC., A CALIFORNIA CORPORATION**

June 24, 2026

9:30 AM

Judge: Honorable Peter A. Hernandez  
Judicial Assistant: Crystal Cain  
Courtroom Assistant: Vanessa Galindo

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): James B. Hardin via LACC (Video)

For Defendant(s): Matthew Theriault for Daniela Theriault via LACC (Video)

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**NATURE OF PROCEEDINGS:** Hearing on Motion - Other Approval of PAGA Settlement;  
Order to Show Cause Re: Dismissal

The Court's tentative ruling is provided to all sides via the Court's website.

The matter is called for hearing.

The Court has read and considered the moving papers and all documents in support and in opposition thereof.

The parties submit to the Court's tentative ruling.

After discussion, the tentative ruling is adopted as the order of the Court, which is incorporated herein the minute order this date as follows:

The Motion for Preliminary Approval of Settlement filed by Laura Razo on 04/30/2026 is Granted.

**Plaintiff Laura Razo's Motion to Approve PAGA Settlement is GRANTED.**

**I. BACKGROUND**

On December 3, 2024, Plaintiff Laura Razo ("Plaintiff") filed a complaint against Defendant Eye Physicians of Long Beach ("Defendant") alleging causes of action for:

1. Violation of California's Whistleblower Laws;
2. Failure to Provide Proper Rest Periods;

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3. Failure to Provide Proper Meal Periods;
  4. Failure to Pay Overtime;
  5. Failure to Pay Minimum Wages;
  6. Failure to Reimburse Work-Related Expenses;
  7. Failure to Provide Proper Wage Statements;
  8. Failure to Timely Pay Wages Upon Termination;
  9. Unfair Competition; and
  10. Violation of the Private Attorneys General Act of 2004 ("PAGA").

On April 29, 2025, the court granted Defendant's Motion to Strike portions of Plaintiff's complaint regarding punitive damages.

On May 16, 2025, Defendant filed an answer to Plaintiff's complaint.

On December 2, 2025, Plaintiff filed a Notice of Settlement of Entire Case.

On March 30, 2026, Plaintiff filed this Motion to Approve PAGA Settlement. No opposition or other responsive pleading has been filed.

## **II. LEGAL STANDARD**

A court must review and approve any penalties sought as part of a proposed settlement agreement pursuant to Labor Code section 2699. (Lab. Code, § 2699, subd. (s).) "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees." (Lab. Code, § 2699, subd. (m).)

"Aside from the requirement that the court 'review and approve' a settlement in a civil action filed under PAGA [citation], PAGA itself does not provide a standard for this review and approval in the majority of PAGA cases. [Citation.]" (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75.)

Thus, courts have generally applied the same review standards used for class actions, which inquire "independently whether a PAGA settlement is fair and reasonable." (*Moniz*,

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*supra*, 72 Cal.App.5th at 77.) To determine if a PAGA settlement is fair and reasonable, courts consider factors “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount.” (*Ibid.*) Courts will also consider if the settlement is “adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Ibid.*)

### **III. DISCUSSION**

Plaintiff seeks approval of the PAGA settlement between the parties. (Motion, at p. 14; Hardin Decl., ¶ 9, Exh. 1.) Under the proposed settlement, Defendant will pay a Gross Settlement Amount (“GSA”) of \$20,830.00. (*Ibid.*) The GSA will cover \$6,943.33 in attorneys’ fees (33.33% of the GSA); settlement administration costs of \$2,600.00 to Phoenix Class Action Administration Solutions; litigation costs of \$2,000.00; and a representative enhancement payment of \$2,500.00 to Plaintiff. (*Ibid.*) The remaining balance of \$6,786.67 is allocated for a Net Settlement Amount (“NSA”) with 65% to be paid to the Labor and Workforce Development Agency (“LWDA”) in the amount of \$4,411.34 and 35% to be paid to the 58 PAGA Settlement Members in the amount of \$2,375.33. (*Ibid.*)

#### **A. The Settlement is Entitled to a Presumption of Fairness**

A presumption of fairness for a settlement agreement exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The final factor does not apply to PAGA. (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 984 [representative actions under PAGA do not violate the due process rights of “nonparty aggrieved employees who are not given notice of, and an opportunity to be heard”].)

The court finds that the settlement was reached through arm’s-length negotiations through the parties’ mediation with a third-party neutral, Fatemeh Mashouf, Esq., of MashMediation on November 11, 2025. (Motion, at pp. 15-16; Hardin Decl., ¶ 9.)

There was also sufficient investigation and discovery to allow counsel and the court to act intelligently. Prior to mediation, the parties engaged in informal discovery in which Plaintiff’s counsel confirmed the PAGA group size of 58 Aggrieved Employees, analyzed employee pay period data, developed a detailed exposure model, and prepared a mediation brief. (Motion, at p.

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18; Hardin Decl., ¶ 8.)

Lastly, Plaintiff's counsel is experienced in PAGA actions as Counsel James B. Hardin is experienced in litigating employment law matters. (Hardin Decl., ¶¶ 18-22.)

Accordingly, the PAGA settlement meets all of the fairness factors and is entitled to a presumption of fairness.

**B. The Release is Permissible**

If the settlement is approved, the LWDA, the State of California, Plaintiff, PAGA Members, and Plaintiff's Counsel "are deemed to release against the Released Parties only claims for civil penalties, interest, fees or costs under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, specifically claims for penalties arising under 201 203, 208, 226(a), 226.3, 226.7, 227.3, 256, 351, 353, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198. 1199, 2802, as incorporated by reference in Plaintiff's PAGA letter, all provisions of subdivision (a) of Lab. Code Section 2699.3, and the applicable Wage Orders. (the "PAGA Released Claims"). The PAGA Released Claims are expressly limited to claims for PAGA penalties and not any underlying predicate claims or causes of action." (Hardin Decl., ¶ 3, Exh. 1, ¶ 35.)

The court finds that as the release is limited to claims for civil penalties that arise from or relate to the allegations in Plaintiff's complaint in this action, it is permissible. The court also finds that the PAGA Payment Notice for transmission to the Aggrieved Employees is appropriate. (Hardin Decl., ¶ 4, Exh. 2.)

**C. The Attorney's Fees and Costs Are Reasonable**

A prevailing employee is entitled to an award of reasonable attorney fees and costs incurred in the action. (Lab. Code, § 2699, subd. (k)(1).) "Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.)

Here, Plaintiff's counsel will receive \$6,943.33 (approximately 33%) of the \$20,830.00 GSA and \$2,000.00 in litigation costs. (Motion, at pp. 19-21; Hardin Decl., ¶¶ 17-18.) Plaintiff's counsel asserts that this amount is fair and reasonable due to the considerable time and resources spent in prosecuting this matter on a pure contingency basis. (Hardin Decl., ¶ 24.) The court

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finds that the fees and costs requested are reasonable and supported.

**D. The Estimated Settlement Administration Costs are Reasonable**

The settlement also provides for an estimated \$2,600.00 in settlement administration costs to Phoenix Class Action Administration Solutions (“Phoenix”) as the Settlement Administrator which includes services for case and database setup; toll-free call center setup; National Change of Address (“NCOA”) processing; data merge and duplication scrub; notice packet and check preparation and mailing to all 58 Aggrieved Members; skip tracing and re mailing of undeliverables; calculation and disbursement programming; creation and management of the Qualified Settlement Fund (“QSF”) bank account and EIN; check printing and mailing; QSF Annual Tax Reporting; reconciliation of uncashed checks; and final reporting and declarations to the court. (Hardin Decl., ¶¶ 5, 16, Exh. 3.)

Based on the work anticipated to be performed, the court finds that settlement administration costs are reasonable.

**E. Plaintiff Has Provided Notice of the Settlement to LWDA**

A proposed PAGA settlement must be submitted to LWDA at the same time that it is submitted to the court for review and approval. (Lab. Code, § 2699, subd. (s).) On April 30, 2026, Plaintiff submitted the proposed settlement to the LWDA agency. (Hardin Decl., ¶ 26, Exh. 5.)

Accordingly, the court finds that this requirement is satisfied.

**F. Enhancement Payment**

The motion also seeks approval of an enhancement award of \$2,500.00 to Plaintiff for participating in the prosecution of this case and in the mediation. (Motion, at p. 22; Hardin Decl., ¶ 25.) The court approves such enhancement payment based on the efforts of Plaintiff to litigate this case.

**IV. CONCLUSION**

Plaintiff Laura Razo’s Motion to Approve PAGA Settlement is GRANTED.

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The Order is signed and filed.

After discussion,

On the Court's own motion, the Order to Show Cause Re: Dismissal scheduled for 06/24/2026 is continued to 08/31/2026 at 09:00 AM in Department 408 at Stanley Mosk Courthouse.

Notice is waived.