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03/25/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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16 Attorneys for Plaintiff Mary Beth Hughes, individually
17 and on behalf of all others similarly situated

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

20 MARY BETH HUGHES, individually and on
21 behalf of all others similarly situated,
22
23 Plaintiff,

24 vs.

25 JEFFREY LEE GALITZ, MD, A
26 PROFESSIONAL MEDICAL
27 CORPORATION, a California corporation,
28 DBA WOUNDTECH OF CALIFORNIA;
PODICARE SERVICES, INC., a Delaware
Corporation; WOUND TECHNOLOGY
NETWORK, INC., a Florida Corporation, and
DOES 1 through 25,

Defendants.

Case No.: 21STCV30732
*Assigned for all purposes to Hon. Yvette
M. Palazuelos, SSC-9*

**STIPULATION AND ~~PROPOSED~~
ORDER RE PAYMENT OF
SETTLEMENT**

29 This Stipulation is entered into between Plaintiff Mary Beth Hughes (“Plaintiff”), on
30 the one hand, and Defendants Jeffrey Lee Galitz, MD, a professional medical corporation,
31 now known as Mingsun Liu, M.D., PC doing business as Woundtech of California
32 (“Galitz”), Podicare Services, Inc (“Podicare”) and Wound Technology Network, Inc.
33 (“WTN”) (Galitz, Podicare, and WTN are collectively “Defendants”), on the other, for the
34 purposes of obtaining the Court’s approval of a proposed Forbearance Agreement.

1 1. The Court granted preliminary approval of the class action settlement of this
2 matter on March 21, 2023, and granted final approval on September 13, 2023. Judgment on
3 the Settlement Agreement was entered on October 20, 2023. (“Judgment”).

4 2. Pursuant to the Settlement Agreement, Defendants were to deposit the Gross
5 Settlement Amount of \$1,675,000, plus the employer’s withholding share, with the
6 Settlement Administrator on or before October 30, 2023.

7 3. Defendants did not deposit any portion of the Gross Settlement Amount or
8 employer’s withholding share on the due date and have advised Class Counsel that due to a
9 change in their financial circumstances will need to pay the amounts owed in twelve
10 monthly installments.

11 4. Defendants have presented the Court and Class Counsel with evidence of
12 their current financial condition. Defendants have presented Class Counsel with tax returns
13 for 2022, income and cash flow information. The financial condition of Defendants is
14 summarized with the Declaration of Aqil Chishty, that is concurrently the subject of an ex
15 parte application to file under seal. Considering such evidence, Class Counsel believes that
16 the best avenue for the Class to receive the benefits of the settlement is for the Class and
17 Class Counsel to agree to forbear on any collection of the unpaid judgment and allow
18 Defendants to make monthly payments.

19 5. Accordingly, the parties have entered into the Forbearance Agreement that is
20 attached hereto as **Exhibit A**. The Forbearance Agreement will only become effective if the
21 Court approves this Stipulation.

22 6. Pursuant to the Forbearance Agreement, Defendants will make monthly
23 payments to the Settlement Administrator as follows:

24 a. On or before November 15, 2023, Defendants shall pay the sum of
25 \$140,000. This payment has been made.

26 b. Beginning on or before December 15, 2023, and on or before the 15th day
27 of each succeeding month through September 15, 2024, Defendants shall
28 make a monthly payment of \$140,000 each and every month. The

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December 15, 2023, payment was made on December 12, 2023. In addition, Defendants have made monthly payments of \$140,000 in January and February 2024.

- c. On or before October 1, 2024, Defendants shall make a payment of \$135,000.
- d. On or before April 15, 2024, Defendants shall pay the Employer’s Withholding Share for the first distribution of settlement payments.
- e. On or before October 1, 2024, Defendants shall pay the remaining Employer’s Withholding Share for the second distribution of settlement payments.
- f. On or before October 1, 2024, Defendants shall pay interest at the annual rate of 10% on all portions of the Settlement Amount that are paid after they were originally due under the Settlement Agreement, with interest to accrue from September 22, 2023, until the date of the specific installment payment. Interest will accrue on unpaid amounts only.

7. In order to advise the Class of the status of the settlement payments, the parties propose that the Court approve of the mailing of the supplemental notice attached hereto as **Exhibit B** to all Settlement Class Members. The supplemental notices will be printed in English. The cost of the supplemental notices and any other increase in administration costs occasioned by the elongated payment schedule will be separately paid by Defendants directly to the Settlement Administrator.

8. Prior to mailing the supplemental notice, the Settlement Administrator will check all addresses against the National Change of Address database and mail the supplemental notice to any new addresses obtained through such search. Any supplemental notices that are returned with forwarding addresses will be re-mailed to the specified forwarding address. For supplemental notices returned without a forwarding address, the Settlement Administrator will perform a skip trace to attempt to identify new addresses for

1 such Settlement Class Members and re-mail the supplemental notices identified through such
2 traces.

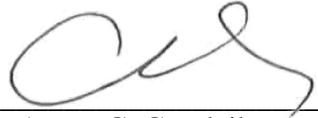
3 9. The settlement funds will be distributed to the Settlement Class and others, in
4 the amounts previously approved by the Court, in two sets of payments. The first set of
5 payments will be made within 10 days after the Settlement Administrator has received a
6 total of \$837,500 plus the portion of the Employer's Withholding Share necessary for the
7 wage portion of the first set of payments. The second set of payments will be made within
8 10 days after Defendants have paid the full Gross Settlement Amount, along with the
9 remainder of the Employer's Withholding Share and the interest due from Defendants. In
10 distributing the second set of payments, the Settlement Administrator shall divide the
11 interest paid by Defendants *pro rata* among all payees, based upon the principal amounts
12 owed to such payees, as previously approved by the Court.

13 10. However, in distributing funds, the Settlement Administrator shall first pay
14 Settlement Class Members and PAGA Employees the full amount of the Net Settlement
15 Amount and PAGA Employee Portion before paying the approved amounts for Class
16 Counsel's Attorney's Fees and Costs, the Settlement Administrator's Fee, the LWDA
17 Portion and the Class Representative's service award.

18 11. If Defendants fail to make a scheduled payment, as set forth in the
19 Forbearance Agreement, Plaintiff's agreement to forbear from enforcing the Judgment shall
20 terminate and the entire unpaid port of the Gross Settlement Amount, plus the Employer's
21 Withholding Share, will be due.

23 DATED: March 22, 2024

GUNDZIK GUNDZIK HEEGER LLP


24
25 By: 

26 Aaron C. Gundzik
27 Attorneys for Plaintiff Mary Beth Hughes,
28 individually and on behalf of all others
similarly situated

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DATED: 03/21/2024

CASKEY & HOLZMAN

By:  _____
Daniel Holzman

Attorneys for Plaintiff Mary Beth Hughes,
individually and on behalf of all others
similarly situated

DATED: March 21, 2024

FISHER & PHILLIPS LLP

By:  _____
Lonnie D. Giamela

Attorneys for Defendants

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ORDER

Based upon the forgoing Stipulation of the parties, and good cause appearing, it is SO ORDERED.

1. The Court approves of the Forbearance Agreement.

2. The Court approves of the supplemental notice and orders it to be immediately distributed to all Settlement Class Members. Prior to mailing the supplemental notice, the Settlement Administrator shall check all addresses against the National Change of Address database and mail the supplemental notice to any new addresses obtained through such search. Any supplemental notices that are returned with forwarding addresses shall be re-mailed to the specified forwarding address. For supplemental notices returned without a forwarding address, the Settlement Administrator will perform a skip trace to attempt to identify new addresses for such Settlement Class Members and re-mail the supplemental notices identified through such traces.

3. The settlement funds shall be distributed to the Settlement Class and others, in the amounts previously approved by the Court, in two sets of payments. The first set of payments shall be made within 10 days after the Settlement Administrator has received a total of \$837,500 plus the portion of the Employer’s Withholding Share necessary for the wage portion of the first set of payments. The second set of payments shall be made within 10 days after Defendants has paid the full Gross Settlement Amount, along with the remainder of the Employer’s Withholding Share and the interest due from Defendants. In distributing the second set of payments, the Settlement Administrator shall divide the interest paid by Defendants pro rata among all payees, based upon the principal amounts owed to such payees, as previously approved by the Court.

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4. However, in distributing funds, the Settlement Administrator shall first pay Settlement Class Members and PAGA Employees the full amount of the ~~Net Settlement~~ Amount and PAGA Employee Portion before paying the approved amounts for Class Counsel's Attorney's Fees and Costs, the Settlement Administrator's Fee, the LWDA Portion and the Class Representative's service award.

5. Class Counsel shall notify the Court within five calendar days of any Event of Default, as defined in the Forbearance Agreement

Dated: 03/25/2024



Hon. Yvette M. Palazuelos

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Exhibit A

FORBEARANCE AGREEMENT

This Forbearance Agreement ("Agreement") is entered into by and between Jeffrey Lee Galitz, MD, a professional medical corporation ("Galitz") now known as Mingsun Liu, M.D., PC doing business as Woundtech of California ("Liu"), Podicare Services, Inc ("Podicare") and Wound Technology Network, Inc. ("WTN") (Galitz, Liu, Podicare, and WTN collectively shall be referred to herein as "Obligors") and Mary Beth Hughes and the Class that she represents (collectively, the "Class"), by and through their attorneys of record, Aaron Gundzik, Rebecca Gundzik and Daniel Holzman (collectively "Class Counsel") with reference to the following factual recitals:

- A. Obligors and the Class entered into an agreement to settle a class action lawsuit pending in Los Angeles County Superior Court titled *Mary Beth Hughes v. Jeffrey Lee Galitz, MD, A Professional Medical Corporation, a California corporation, et. al.*, Los Angeles Superior Court Case No. 21STCV30732, as set forth in the First Amended Stipulation of Class Action and PAGA Settlement (collectively, "Settlement Agreement") entered into by and between Obligors and the Class. The Settlement Agreement required Obligors to pay the sum of \$1,675,000 plus the Employer's Withholding Share, as defined in the Settlement Agreement ("Settlement Amount").
- B. The Court granted preliminary approval of the class action settlement on March 21, 2023, and final approval on September 13, 2023. Judgment on the Settlement Agreement was entered on October 20, 2023 ("Judgment").
- C. Pursuant to the court's Final Approval Order, the Settlement Amount was to be paid by Obligors on or before October 30, 2023.
- D. Obligors did not pay any portion of the Settlement Amount on October 30, 2023, and have advised the Class and Class Counsel that due to the unforeseen financial issues they are unable to currently pay the Settlement Amount in one lump-sum payment.
- E. Obligors have requested Class and Class Counsel to forbear on any efforts to collect the unpaid Settlement Amount to allow Obligors additional time to pay the Settlement Amount through installment payments. Class and Class Counsel are willing to grant Obligors' request and temporarily forebear on enforcing the Judgment under the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Class, Class Counsel and Obligors agree as follows:

1. Acknowledgement of Factual Recitals. The parties acknowledge the truth, accuracy and validity of the foregoing factual recitals and incorporate the same into this Agreement.
2. Acknowledgment of Validity and Enforceability of Settlement Agreement and Judgment. Obligors acknowledge and agree that the Settlement Agreement and Judgment are valid and enforceable according to their terms. As of September 22, 2023, the total amount of the unpaid Settlement Amount is \$1,675,000, plus the Employer's Withholding Share.
3. Acknowledgment of Defaults. Obligors acknowledge that they have failed to make the payment of \$1,675,000, plus the Employer's Withholding Share, that was due to be paid by Obligors to the Settlement Administrator on or before September 22, 2023, and that, but for this Agreement, Class and Class Counsel could exercise all of their rights available at law or in equity to collect the unpaid Settlement Amount.

4. Reaffirmation of Settlement Agreement. Obligors reaffirm and ratify the terms of the Settlement Agreement in all respects. Except as specifically provided herein, Obligors acknowledge that nothing in this Agreement shall (a) be construed to limit or restrict Class and Class Counsel from exercising their rights and remedies with respect to any other defaults thereunder or with respect to any default by Obligors in the performance of their obligations hereunder or (b) relieve or release Obligors from any of the obligations, covenants or provisions required to be performed or observed under the Settlement Agreement or hereunder.

5. Forbearance.

(a) Forbearance Period. Provided Obligors perform all terms and conditions in this Agreement on the dates specified herein, and no Events of Default, as defined herein, shall have occurred, Class and Class Counsel shall forbear from exercising their rights and remedies at law or in equity to collect the unpaid portion of the Settlement Amount. Immediately upon the occurrence of an Event of Default, Obligors' obligations under the Settlement Agreement and Guaranty shall immediately become due and payable, including interest at the legal rate on any unpaid portion of the Judgment and Class and Class Counsel may resort to all rights and remedies available to them at law and/or in equity.

(b) Forbearance Terms. As consideration for Class's and Class Counsel's agreement to forbear, Obligors agree to make the following payments, all of which shall be made via wire transfer to the bank account designated by the Settlement Administrator:

- i. On or before November 15, 2023, Obligors shall pay the sum of \$140,000.
- ii. Beginning on or before December 15, 2023, and on or before the 15th day of each succeeding month through September 15, 2024, Obligors shall make a monthly payment of \$140,000 each and every month.
- iii. On or before October 1, 2024, Defendants shall make a payment of \$135,000.
- iv. On or before April 15, 2024, Obligors shall pay the Employer's Withholding Share for the first distribution of settlement payments.
- v. On or before October 1, 2024, Obligors shall pay the remaining Employer's Withholding Share for the second distribution of settlement payments.
- vi. On or before October 1, 2024, Obligors shall pay interest at the annual rate of 10% on all portions of the Settlement Amount that are paid after they were originally due under the Settlement Agreement, with interest to accrue from September 22, 2023, as the date that the Settlement Payment was due.

6. Conditions Precedent. Class and Class Counsel's entry into this Agreement and their grant of the forbearance provided herein are expressly conditioned on Obligors executing and delivering this Agreement to Class Counsel on or before November 15, 2023, and upon the approval of this Agreement by the court in Los Angeles Superior Court Case No. 21STCV30732. Moreover, Class Counsel agrees to withdraw and not pursue the Writ of Execution and related documents filed in conjunction with the Writ of Execution until such time should there be a default on this Agreement. Notwithstanding, Class and Class Counsel may seek to have the judgment recorded.

7. Event of Default. An Event of Default shall be deemed to have occurred upon the occurrence of a payment not being made on or before the dates specified above in Section 5(b).

8. No Further Forbearance. Obligors acknowledge that Class and Class Counsel are not obligated to grant further extensions or forbearance and that no such commitment has been communicated, promised or implied.

9. Representations and Warranties of Obligor. To induce Class and Class Counsel to execute and deliver this Agreement, Obligors represent and warrant that:

(a) The execution, delivery and performance by Obligor of this Agreement have been duly authorized; and

(b) The execution, delivery, or performance of this Agreement will not result in a breach of or violate (i) any provision of Obligor's corporate charter or bylaws or other governing documents; (ii) any law or regulation or any order or decree of any court or any governmental instrumentality; or (iii) any indenture, mortgage, deed of trust, lease agreement or other instrument to which Obligor is a party or by which any of their property is bound.

10. Miscellaneous.

(a) This Agreement constitutes the entire agreement of the parties hereto with respect to Class's and Class Counsel's agreement to forbear and supersedes any prior oral or written agreements concerning the same, except that all terms of the Settlement Agreement remain in full force and effect.

(b) In the event any legal action is commenced to enforce or interpret any provision of this Agreement, the prevailing party in such legal action or proceeding shall be entitled to recover its reasonable attorneys' fees and court costs.

(c) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same document.

(d) The parties have retained counsel to represent them in connection with the negotiation and preparation of this Agreement, have read and understand this Agreement and, therefore, the principle of construction against draftsmen shall have no application in the interpretation of this Agreement.

(e) The invalidity, illegality, or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this Agreement.

(f) The parties hereto agree to take all further actions and execute all further documents as may be reasonably required to carry out the transactions contemplated by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Dated: November 14, 2023

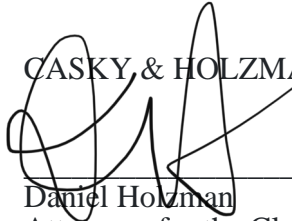
GUNDZIK GUNDZIK HEEGER LLP



Aaron Gundzik
Attorneys for the Class

Dated: November 14 2023

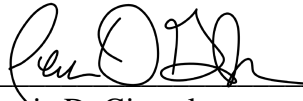
CASKY & HOLZMAN



Daniel Holzman
Attorneys for the Class

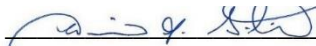
DATED: November 14 2023

FISHER & PHILLIPS LLP



Lonnie D. Giamela
Attorneys for Defendants

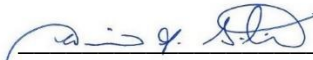
Dated: November 13, 2023



Defendant Jeffrey Lee Galitz, MD, A
Professional Medical Corporation, n/k/a Mingsun
Liu, M.D., PC d/b/a Woundtech of California

By: Michael A. Sciortino, Esq.
Its: Chief General Counsel

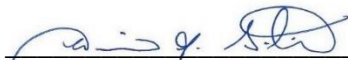
Dated: November 13, 2023



Defendant Podicare Services, Inc.

By: Michael A. Sciortino, Esq.
Its: Chief General Counsel

Dated: November 13, 2023



Defendant Wound Technology Network, Inc.

By: Michael A. Sciortino, Esq.
Its: Chief General Counsel

Exhibit B

SUPPLEMENTAL NOTICE REGARDING CLASS ACTION SETTLEMENT

Mary Beth Hughes v. Jeffrey Lee Galitz, MD, Case No. 21STCV30732

*The California Superior Court, County of Los Angeles authorized this notice.
This is not a solicitation from a lawyer.*

On May 4, 2023, a Notice of Proposed Class Action Settlement (“Notice of Settlement”) regarding the above-referenced lawsuit was mailed to you. This Supplemental Notice is being provided to you because the parties have entered into a forbearance agreement that revises the timing of Defendants’ settlement payments. These changes affect the timing of your receipt of your settlement payment. Paragraph 7 of the Notice of Settlement (“**Payment Schedule**”) indicated that the settlement checks would be mailed to Settlement Class Members after the settlement was finally approved by the court. The court approved the settlement on September 13, 2023, and Defendants’ payment of the Gross Settlement Amount was due ten days later. However, because of financial difficulties, Defendants have not yet paid the Gross Settlement Amount and therefore, the timing of settlement payments to Settlement Class Members has been revised.

Pursuant to the forbearance agreement, Defendants will now pay the settlement funds as follows:

- a. Beginning on November 15, 2023, and continuing until October 1, 2024, Defendants will make monthly payments totaling \$1,675,000.
- b. On or before April 15, 2024, Defendants shall pay the portion of the Employer’s Withholding Share necessary for the first distribution of payments to the Class.
- c. On or before October 1, 2024, Defendants shall pay: (a) interest at the annual rate of 10% on each payment until the payment is made, and (b) the portion of the Employer’s Withholding Share that is necessary for the second distribution of payments to the Class.

The approximate amount of your settlement payment, as stated in the Notice of Settlement, will increase slightly because Defendants have agreed to pay interest on their late payments. However, because of the revised payment schedule, instead of receiving settlement payments in October 2023, as originally expected, you will now receive settlement payments as follows.

1. Your first settlement payment, which will include approximately 81% of the total settlement payment amount due to you, is expected to be mailed to you on or about April 25, 2024.
2. Your second settlement payment, which will include approximately 19% of the total settlement payment due to you, plus interest, will be mailed to you on or about October 10, 2024.

If you would like more information regarding the revisions to the Settlement, you may inspect the Court file at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, CA 90012. You may also review the forbearance agreement

and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators

Telephone: _____

Facsimile: _____

Email: _____

Website: _____

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On March 22, 2024, I served the following document described as

STIPULATION AND [PROPOSED] ORDER RE PAYMENT OF SETTLEMENT

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

Please see attached service list

<p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818)918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on March 22, 2024, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Hughes, et al. v. Jeffrey Lee Galitz, MD, a Professional Medical Corporation**

Case Info: **21STCV30732, Los Angeles Superior Court**

Caskey & Holzman

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Marshall Caskey, Esq. (mcaskey@caskeyholzman.com)
Daniel Holzman, Esq. (dholzman@caskeyholzman.com)
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Calabasas, CA 91302
Phone: (818) 657-1070
Fax: (818) 297-1775

Representing:

Mary Beth Hughes, et al.

Fisher & Phillips LLP

Areen Babajanian, Esq. (ababajanian@fisherphillips.com)
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Representing:

Jeffrey Lee Galitz, MD, A Professional Medical Corporation

Gundzik Gundzik Heeger LLP

Aaron Gundzik, Esq. (aaron.gundzik@gghllp.com)
Rebecca Gundzik, Esq. (rebecca.gundzik@gghllp.com)
14011 Ventura Boulevard, Suite 206E
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Fax: (818) 918-2316

Representing:

Mary Beth Hughes, et al.

The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.