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FILED
Superior Court of California
County of Los Angeles
10/08/2026
David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ARIELA GONZALEZ-MONTERROZA, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

ASCEND HEALTHCARE, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25STCV25494
Assigned to Hon. David S. Cunningham III, Dept. 11

Complaint Filed: August 29, 2025
FAC Filed: December 10, 2025
Trial Date: Not Set

PAGA REPRESENTATIVE ACTION

[~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT

Approval Hearing Date
Date: September 21, 2026
Time: 11:00 a.m.
Dept.: 11

This matter came on for hearing on September 21, 2026, at 11:00 a.m. in Department 11 of the above-entitled Court, the Honorable David S. Cunningham III presiding. Plaintiff Ariela Gonzalez-Monterroza (a "Plaintiff") now seeks an approval of the PAGA Settlement Agreement and Notice of PAGA Action Settlement (the "Settlement" or "Settlement Agreement") for the amount of $161,000.00 (the "Gross Settlement Amount") between Plaintiff and Defendant Ascend Healthcare, LLC ("Defendant" and together with Plaintiff, the "Parties"). A true and correct copy of the PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement") and PAGA Notice Cover Letter (the "Notice") is attached to the Declaration of Conor J.D. Gomez in Support of Plaintiff's Motion to Approve PAGA Settlement (the "PAGA Counsel Declaration") as **Exhibit 2** submitted concurrently with Plaintiff's Motion to Approve PAGA Settlement (the "Motion").

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement filed in this case (hereinafter referred to as the ("Action" or "Operative Complaint").

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Defendant, their counsel. and Phoenix Settlement Administrators, Inc. (the "Administrator").

3. The "PAGA Period" is defined as the period from September 2, 2024, to April 30, 2026.

4. "Aggrieved Employee" means all individuals who worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period.

5. The Court appoints Thiago M. Coelho, Lauren M. Lendzion, Jennifer M. Leinbach, Alan Wilcox, and Conor J.D. Gomez as "PAGA Counsel" in this Action.

6. Defendant shall pay $161,000.00, with that amount potentially increasing if the Escalator Clause (as described in the Settlement Agreement) is triggered (the "Gross Settlement Amount");

7. The following amounts will be deducted from the Gross Settlement Amount, and the remainder will be the "Net Settlement Amount":

(a) The Court approves payment to Wilshire Law Firm, PLC ("WLF"), in the amount of $53,661.30 (the "PAGA Counsel Fees Payment").

(b) The Court approves payment to WLF for litigation costs in the amount of $22,214.75 (the "PAGA Counsel Litigation Expenses Payment").

(a) The Court approves payment to the Administrator of $4,750.00 for its reasonable costs and fees to administer the Settlement (the "Administration Expenses Payment").

(b) The Court approves $5,000.00 to be paid to Plaintiff as the "PAGA Representative Service Payment" for her efforts as a named plaintiff and representative in this Action.

8. Of the Net Settlement Amount ($75,373.95), 65% (or $48,993.07) is allocated to the California Labor and Workforce Development Agency ("LWDA PAGA Payment"); and 35% (or $26,380.88) is allocated to the Aggrieved Employees ("Individual PAGA Payments").

9. The "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

10. The Court directs Defendant to fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within ninety (90) days of the Effective Date.

11. The amount of each Aggrieved Employee's Individual PAGA Payment will be calculated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties from the Net Settlement by the total number of PAGA Pay Periods (as defined in the Settlement Agreement) worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods.

12. The Court directs the Parties and the Administrator to carry out the terms of the Settlement.

13. Effective on the date when Defendant fully funds the Gross Settlement Amount. Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against Defendant and Defendant's members, officers, directors, managerial employees and agents. ("Released Parties") as follows:

(a) Plaintiff's Release. Plaintiff on her own behalf and on behalf of Plaintiff's former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, discharges Released Parties from all known and unknown claims Plaintiff may have or claim to have against Defendant as well as Defendant's members, officers, directors, managerial employees, and agents. In connection with said release, Plaintiff shall waive all rights under California Civil Code section 1542 and any other provision of law that may restrict the release of unknown claims. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(b) Released PAGA Claims: Effective upon Court approval of this Settlement, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, are deemed to release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's September 2, 2025, PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period.

14. For any Aggrieved Employee whose Settlement check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the employee.

15. Pursuant to the Settlement, the Court dismisses the class claims without prejudice pursuant to California Rules of Court, Rule 3.770. As the Court has not ruled on class certification and no notice has been sent to putative class members, dismissal of the class claims without prejudice is appropriate.

16. Pursuant to California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties, their counsel, and the Administrator to enforce the Settlement.

17. PAGA Counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

18. _____
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_____.

DATE: 10/08/2026

~~Honorable David S. Cunningham III~~
Los Angeles County Superior Court

Honorable Bruce G. Iwasaki