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Attorneys for Defendants

**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

Judge: Hon. David S. Cunningham III
 Dept.: 11

PAGA SETTLEMENT AGREEMENT

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

1 This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff
2 ARIELA GONZALEZ-MONTERROZA (“Plaintiff”) and Defendant ASCEND
3 HEALTHCARE, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant
7 captioned ARIELA GONZALEZ-MONTERROZA v. ASCEND HEALTHCARE, LLC initiated
8 on August 29, 2025 and amended on December 10, 2025, and pending in the Superior Court of
9 the State of California, County of Los Angeles.

10 1.2 “Administrator” means Phoenix Settlement Administrators, Inc., the neutral entity the
11 Parties have agreed to appoint to administer the Settlement.

12 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid
13 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
14 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval
15 of this Settlement.

16 1.4 “Aggrieved Employee” means all individuals who worked for Defendant as a non-
17 exempt, hourly employee in California during the PAGA Period.

18 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
20 Social Security number, and number of PAGA Pay Periods.

21 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
22 search for current Aggrieved Employees’ mailing addresses using all reasonably available
23 sources, methods, and means including, but not limited to, the National Change of Address
24 database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

25 1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA
26 Settlement.

27 1.8 “Court” means the Superior Court of California, County of Los Angeles.

28 1.9 “Defendant” means Defendant ASCEND HEALTHCARE, LLC.

1.10 “Defense Counsel” means José-Manuel A. de Castro, David G. Larmore, and Lori V. Minassian of DE CASTRO LAW GROUP, P.C.

1.11 “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.

1.12 “Gross Settlement Amount” means (\$161,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7 below.

1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (m).

1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 “PAGA Counsel” means Thiago M. Coelho, Lauren M. Lendzion, Jennifer M. Leinbach, and Alan Wilcox, of Wilshire Law Firm, PLC.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 “PAGA Period” means the period from September 2, 2024, to April 30, 2026.

1.22 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.23 “PAGA Notice” means Plaintiff’s September 2, 2025 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deducting PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which will be allocated 35% to the Aggrieved Employees 65% to the LWDA in settlement of PAGA claims.

1.25 “Plaintiff” means ARIELA GONZALEZ-MONTERROZA, the named plaintiff in the Action.

1.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.27 “Released Parties” means Defendant and each of Defendant’s members, officers, directors, managerial employees and agents.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On August 29, 2025, Plaintiff commenced this Action by filing a Complaint alleging wage-and-hour violations. On December 10, 2025, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for civil penalties under PAGA. The First Amended Complaint is the operative complaint in this Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code §2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On March 11, 2026, the Parties participated in an all-day mediation presided over by Lisa Klerman.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll data for Aggrieved Employees and the necessary policy documents.

2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$161,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

3.2.1 To Plaintiff: A payment for the PAGA Representative Service Payment to Plaintiff of not more than \$5,000 in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$53,661.30, and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed \$24,000.00 (twenty-four thousand dollars with zero cents). Defendant will not oppose requests for these payments.. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net

1 Settlement Amount for distribution to Aggrieved Employees. Released Parties shall have no
2 liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion
3 of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The
4 Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment
5 using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
6 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
7 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
8 controversy regarding any division or sharing of any of these Payments.

9 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,750.00
10 except for a showing of good cause and as approved by the Court. To the extent the
11 Administration Costs are less or the Court approves payment of less than \$4,750.00, the
12 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
13 Aggrieved Employees.

14 3.2.4 To the LWDA and Aggrieved Employees: After deducting Plaintiff's PAGA
15 Representative Service Payment, the PAGA Counsel Fees Payment, the PAGA Counsel
16 Litigation Expenses Payment, and Administration Expenses Payment, the amount remaining from
17 the GSA shall be allocated to the resolution of claims for civil penalties arising under PAGA
18 ("PAGA Penalties"). Pursuant to PAGA, 65% of the PAGA Penalties payment shall be paid to
19 the LWDA, and 35% of the PAGA Penalties payment shall be disbursed on a pro-rata basis as an
20 Individual PAGA Payment to all Aggrieved Employees who worked during the PAGA Period,
21 calculated based on number of pay periods worked. All Individual PAGA Payments will be
22 allocated 100% to the settlement of claims for civil penalties and shall be reported on an IRS
23 Form 1099 by the Administrator.

24 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a)
25 dividing the ' 35% share of PAGA Penalties allocated to Aggrieved Employees by the total
26 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
27 Period, and (b) multiplying the result by each Aggrieved Employee's total PAGA Pay Periods
28 worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their

Individual PAGA Payments.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Aggrieved Employees. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 305 Aggrieved Employees who worked a total of 5,582 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Not later than fifteen (15) days after the Court grants Approval of the PAGA Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ninety (90) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA

1 Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA
2 Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA
3 Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not
4 precede disbursement of Individual PAGA Payments.

5 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send
6 them to the Aggrieved Employees via First Class U.S. Mail. The face of each check shall
7 prominently state the date (180 days after the date of mailing) when the check will be voided
8 (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The
9 Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees.
10 Before mailing any checks, the Administrator must update the recipients’ mailing addresses using
11 the National Change of Address Database.

12 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
13 other Aggrieved Employees whose checks are returned undelivered without USPS forwarding
14 address. Within seven (7) days of receiving a returned check, the Administrator must re-mail
15 checks to the USPS forwarding address provided or to an address ascertained through the
16 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver
17 checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The
18 Administrator shall promptly send a replacement check to any Aggrieved Employee whose
19 original check was lost or misplaced, requested by the Aggrieved Employee prior to the Void
20 Date.

21 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed
22 and canceled after the Void Date, the Administrator shall transmit the funds represented by such
23 checks to California Controller’s Unclaimed Property Fund in the name of the employee.

24 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer
25 any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k)
26 contributions or bonuses) beyond those specified in this Agreement.

27 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
28 Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims

1 against all Released Parties as follows:

2 5.1 Plaintiff's Release. Plaintiff on her own behalf and on behalf of Plaintiff's former
3 and present representatives, agents, attorneys (including PAGA Counsel), administrators,
4 successors and assigns generally, discharges Released Parties from all known and unknown
5 claims Plaintiff may have or claim to have against Defendant as well as Defendant's members,
6 officers, directors, managerial employees, and agents. In connection with said release, Plaintiff
7 shall waive all rights under California Civil Code section 1542 and any other provision of law
8 that may restrict the release of unknown claims. Plaintiff's Release does not extend to any claims
9 or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
10 disability benefits, social security benefits, workers' compensation benefits that arose at any time,
11 or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may
12 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
13 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
14 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

15 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
16 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
17 and benefits, if any, of section 1542 of the California Civil Code, which reads:

18 A general release does not extend to claims that the creditor or releasing party does
19 not know or suspect to exist in his or her favor at the time of executing the release,
20 and that if known by him or her would have materially affected his or her settlement
21 with the debtor or released party.

22 5.2 Released PAGA Claims: Effective upon Court approval of this Settlement, all Aggrieved
23 Employees, on behalf of themselves and their respective former and present representatives,
24 agents, attorneys, administrators, successors and assigns, are deemed to release all claims for
25 PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts
26 alleged in the operative Complaint and in Plaintiff's September 2, 2025, PAGA Notice. The
27 Released PAGA Claims are those that accrued during the PAGA Period.

1 **6. SETTLEMENT ADMINISTRATION.**

2 6.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
3 Administrators, Inc. to serve as the Administrator and verified that, as a condition of appointment,
4 the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
5 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
6 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
7 Administrator other than a professional relationship arising out of prior experiences administering
8 settlements.

9 6.2 Employer Identification Number. The Administrator shall have and use its own
10 Employer Identification Number for purposes of calculating payroll tax withholdings and
11 providing reports to state and federal tax authorities.

12 6.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
13 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
14 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
15 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
16 to Aggrieved Employees.

17 6.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
18 performed or observed by the Administrator contained in this Agreement or otherwise.

19 6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the
20 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
21 PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee
22 identification number only of all payments made under this Agreement. At least fifteen (15) days
23 before any deadline set by the Court, the Administrator will prepare, and submit to PAGA
24 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its
25 disbursement of all payments required under this Agreement. PAGA Counsel is responsible for
26 filing the Administrator's declaration in Court.

27 **7. ESCALATOR CLAUSE.** Based on its records, Defendant represents there are 305
28 Aggrieved Employees who worked a total of 5,582 Pay Periods during the PAGA Period. If, on

final calculation, the total number of Pay Periods worked by Aggrieved Employees during the PAGA Period exceeds 5,582 Pay Periods by more than 15% (i.e. more than 837 pay periods), then the GSA will be increased proportionally by the number of pay periods worked in excess of 15% greater than 5,582 (i.e. 6,419). For example, if the final number of total pay periods worked by Aggrieved Employees during the PAGA Period exceeds 5,582 by 16%, the GSA will increase by 1%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

8. MOTION FOR APPROVAL. Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Approval Order;; and a proposed Judgment (collectively "Motion for Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Approval. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval.

8.1 Duty to Cooperate. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
3 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
4 counsel, and all Aggrieved Employees waive all rights to appeal from the Judgment, including all
5 rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
6 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
7 waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment,
8 the Parties' obligations to perform under this Agreement will be suspended until such time as the
9 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
10 the amount of the Net Settlement Amount.

11 8.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
12 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
13 modification of this Agreement (including, but not limited to, the scope of release to be granted
14 by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless
15 expeditiously work together in good faith to address the appellate court's concerns and to obtain
16 Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs
17 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
18 Court's award of the PAGA Representative Service Payment or any payments to PAGA Counsel
19 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
20 as long as the Gross Settlement Amount remains unchanged.

21 9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
22 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
23 judgment.

24 **10. ADDITIONAL PROVISIONS.**

25 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
26 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
27 Agreement is intended or should be construed as an admission by Defendant that any of the
28 allegations in the Operative Complaint has merit or that Defendant has any liability for any claims

1 asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's
2 defenses in the Action have merit. If, for any reason, the Court does not grant Approval, or enter
3 Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff
4 reserves the right to contest Defendant's defenses. The Settlement, this Agreement and the
5 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
6 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
7 this Agreement).

8 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
9 together with its attached exhibits shall constitute the entire agreement between the Parties
10 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
11 inducements made to or by any Party.

12 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
13 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
14 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
15 its terms, and to execute any other documents reasonably required to effectuate the terms of this
16 Agreement including any amendments to this Agreement.

17 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their
18 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
19 Settlement Agreement, submitting supplemental evidence and supplementing points and
20 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
21 or content of any document necessary to implement the Settlement, or on any modification of the
22 Agreement that may become necessary to implement the Settlement, the Parties will seek the
23 assistance of a mediator and/or the Court for resolution.

24 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
25 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
26 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

28 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are

1 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
2 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
3 Part 10, as amended) or otherwise.

4 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all Parties or their
6 representatives, and approved by the Court.

7 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
8 the benefit of, the successors of each of the Parties.

9 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
13 of this Agreement. This Agreement will not be construed against any Party on the basis that the
14 Party was the drafter or participated in the drafting.

15 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
16 entered during the Action and in this Agreement relating to the confidentiality of information
17 shall survive the execution of this Agreement.

18 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 10.14 Notice. All notices, demands, or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:
28

To Plaintiff:

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
 Lauren M. Lendzion (SBN 239184)
lauren.lendzion@wilshirelawfirm.com
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To Defendant:

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 Telephone: (310) 270-9879
DE CASTRO LAW GROUP, P.C.
 7590 N. Glenoaks Blvd., Suite 201
 Los Angeles, California 91504

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. Docusign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.17 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 4/17/2026

DocuSigned by:



2BA80B7593494DC...

Plaintiff ARIELA GONZALEZ-MONTERROZA

DATED: _____

Defendant ASCEND HEALTHCARE, LLC

By: _____

Position: _____

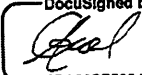
10.17 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Los Angeles County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

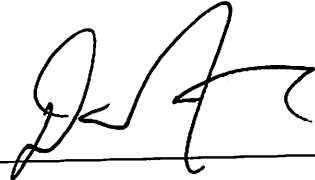
DATED: 4/17/2026

DocuSigned by:


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Plaintiff ARIELA GONZALEZ-MONTERROZA

DATED: 4/21/26

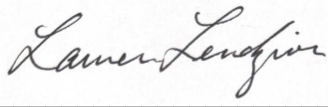

Defendant ASCEND HEALTHCARE, LLC

By: Donny Feldman
Position: Managing Director

1 Approved by counsel:

2 DATED: 04/16/2026

WILSHIRE LAW FIRM

3
4 BY: 

5 Thiago M. Coelho

6 Lauren M. Lenzion

7 Jennifer M. Leinbach

8 Alan Wilcox

Attorneys for Plaintiff ARIELA GONZALEZ-MONTERROZA

9
10 DATED:

DE CASTRO LAW GROUP, P.C

11
12 BY: 

13 José-Manuel A. de Castro

14 David G. Larmore

15 Lori V. Minassian

Attorneys for Defendant ASCEND HEALTHCARE, LLC