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11 on behalf of herself and others similarly situated

12 *(Additional counsel attached)*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

15 VANESSA GONZALEZ, on behalf of herself
16 and others similarly situated,

17 Plaintiff,

18 vs.
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20 PLANNED PARENTHOOD LOS ANGELES,
a California corporation; and DOES 1 to 100,
21 inclusive,

22 Defendants
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FILED
Superior Court of California
County of Los Angeles

09/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Case No.: 23STCV28464

CLASS ACTION

*[Assigned for all purposes to: Hon. Elihu M.
Berle; Dept. 6]*

**FURTHER REVISED [PROPOSED] ORDER
AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: August 10, 2026

Time: 9:00 AM

Dept.: 6

FURTHER REVISED [PROPOSED] ORDER AND JUDGMENT

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on behalf of herself and others similarly situated
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[PROPOSED] ORDER AND JUDGMENT

Plaintiff Vanessa Gonzalez (“Plaintiff”) Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant Planned Parenthood Los Angeles (Defendant) came before this Court on August 10, 2026 at 9:00 a.m. in Department 6, of the Los Angeles County Superior Court - Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Stephen M. Sloane in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Plaintiff Vanessa Gonzalez, the Declaration of Jennifer Forst on behalf of CPT Group, Inc. Class Action Administrators, the Declaration of Kevin Oliver, and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All current and former non-exempt, hourly paid employees who worked for Defendant in California at any time during the Class Period.

3. The “Class Period” is the period from November 19, 2019, to March 18, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff Vanessa Gonzalez as Class Representative, and E&L, LLP and Lavi & Ebrahimi, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendant or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have disputed the number of Workweeks or Pay Periods in the
16 Settlement.

17 10. Three (3) Class Members have requested exclusion from the Settlement. They are
18 Patricia Araliz Allvin, Ashley Arely Ramos and Netta Levran.

19 11. The Escalator Clause of the Settlement has not been triggered.

20 12. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Two
21 Million Four Hundred Forty Thousand Dollars and Zero Cents (\$2,440,000.00) and also fund the
22 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
23 Administrator no later than twenty-one (21) days after the Effective Date. (Settlement, §§ 1.22, 3.1,
24 4.5.3, 8.)

25 13. The Administrator will issue the following payments within fourteen (14) days after
26 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the
27 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
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1 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
2 Service Payment.

3 14. In addition to any recovery that the named Plaintiff may receive under the Settlement,
4 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
5 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
6 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

7 15. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
8 to Class Counsel in the sum of Eight Hundred ^{Thirteen} ~~Fifty-Four~~ ^{Three Hundred Thirty Three} Thousand Dollars and Zero Cents
9 ^{\$813,333.33} ~~(\$854,000.00)~~, and the reimbursement of litigation expenses in the sum of Twenty-Eight Thousand
10 Two Hundred Fifty-One Dollars and Ninety-Seven Cents (\$28,251.97). Each are reasonable amounts.
11 The reasonableness of the fee award is determined based on a reasonable percentage of a common
12 fund obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
13 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
14 the class.

15 16. The Court approves and orders payment from the Gross Settlement Amount in the
16 amount of Fourteen Thousand Five Hundred Dollars and Zero Cents (\$14,500.00) to CPT Group, Inc.
17 Class Action Administrators for performance of settlement administration services.

18 17. The Court approves and orders the allocation of Fifty Thousand Dollars and Zero
19 Cents (\$50,000.00) of the Gross Settlement Amount as PAGA Penalties.

20 18. The Court approves and orders payment of Thirty-Seven Thousand Five Hundred
21 Dollars and Zero Cents (\$37,500.00) (75% of the PAGA Penalties) to the LWDA as the LWDA
22 PAGA Payment as 75% of the PAGA Penalties.

23 19. The Court approves and orders payment of Twelve Thousand Five Hundred Dollars
24 and Zero Cents (\$12,500.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees
25 as Individual PAGA Payments pursuant to the terms of the Settlement.

26 20. In list form, the amounts approved and ordered paid are as follows:

27 a. Gross Settlement Amount ("GSA"): \$2,440,000.00

28 b. LWDA Allocation: Total \$50,000.00, composed of:

i. LWDA Payment: \$37,500.00 (75% of LWDA Allocation)

- ii. Aggrieved Employees: \$12,500.00 (25% of LWDA Allocation)
- c. Expected Deductions: Total \$904,251.97, composed of:
 - i. \$7,500.00 - Class Representative Service Payment
 - ii. ~~\$854,000.00~~ - Attorneys' Fees \$813,333.33
 - iii. \$28,251.97 - Attorneys' Costs
 - iv. \$14,500.00 - Settlement Administration Costs
- d. Net Settlement Amount: ~~\$1,485,748.03~~ (GSA, minus LWDA Allocation, minus Expected Deductions) \$1,526,414.80

21. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period.

22. Release by Participating Class Members: Following the Effective Date, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including but not limited to 1) failure to pay wages for all time worked at minimum and straight time wages; (2) failure to pay overtime wages for daily overtime worked, and failure to include additional renumeration when calculating overtime wages; (3) failure to authorize or permit meal periods or pay meal period premiums in lieu thereof; (4) failure to authorize or permit rest periods or pay rest period premiums in lieu thereof; (5) failure to pay all accrued and vested vacation/PTO wages; (6) failure to indemnify employees for employment-related losses and expenditures; (7) failure to timely pay earned wages during employment; (8) failure to timely pay all earned wages and final paychecks due at time of separation of employment; (9) failure to provide complete and accurate wage statements; and (10) all claims under California Business & Professions Code section 17200 for unfair business practices and claims for violation of the California Industrial Wage Orders that could have been premised on the

1 facts, claims, causes of action or legal theories described above, as well as any potential penalties,
2 interest or attorneys' fees associated with all of such causes of action under California law ("Released
3 Class Claims"). Except as set forth in Section 5.4 of the Settlement Agreement, Participating Class
4 Members do not release any other claims, including claims for vested benefits, wrongful termination,
5 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
6 security, workers' compensation, or claims based on facts occurring outside the Class Period.
7 (Settlement, § 5.3.)

8 23. Release by Aggrieved Employees: All Aggrieved Employees, (regardless of whether
9 they are Participating Class Members or Non-Participating Class Members) are deemed to release,
10 on behalf of themselves and their respective former and present representatives, agents, attorneys,
11 heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights,
12 liabilities and causes of action under the California Labor Code Private Attorneys General Act that
13 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
14 Operative Complaint and the PAGA Notice (and any amendments thereto) arising during or with
15 respect to the PAGA Period ("Released PAGA Claims"). The foregoing release shall be binding on
16 Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any
17 claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the
18 State of California, as to any claims predicated on the Released PAGA Claims.

19 24. Release by Plaintiff: Plaintiff, on behalf of herself and her former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, releases and
21 discharges the Released Parties from all claims, transactions, or occurrences that occurred during the
22 Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
23 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were,
24 or reasonably could have been, alleged based on facts contained in the Operative Complaint,
25 Plaintiff's PAGA Notice, or ascertained during the Action and released under Paragraph 5.4 below
26 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
27 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
28 security benefits, workers' compensation benefits that arose at any time, or based on occurrences

1 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
2 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
3 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such
4 different or additional facts or Plaintiff's discovery of them.

5 25. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
6 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
7 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
8 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
9 time of executing the release, and that if known by him or her would have materially affected his or
10 her settlement with the debtor or Released Party.

11 26. "Released Parties" means: PPLA and any of its past, present and/or future, directors,
12 officers, partners, principals, trustees, shareholders, owners, members, managers, employees,
13 administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents and
14 subsidiaries.

15 27. The "PAGA Period" means the period from November 20, 2022, to March 18, 2025.

16 28. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
17 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

18 29. This Court shall retain jurisdiction with respect to all matters related to the
19 administration and consummation of the settlement, and any and all claims, asserted in, arising out
20 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
21 settlement and the determination of all controversies relating thereto.

22 30. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
23 file a final report with the Court regarding distribution of settlement funds by March 29, 2026,
24 indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are
25 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by
26 such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member,
27 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure
28 Section 384, subd. (b).

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31. A hearing on the final report regarding distribution of settlement funds shall be held on April 12, 2027, at 8:30 a.m., in Department 6 of the Spring Street Courthouse.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 09/15/2026



Elihu M. Berle

Elihu M. Berle / Judge
Hon. Elihu M. Berle,
Judge of the Superior Court