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Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

JONNEL LIWAG, an individual, on behalf of
 herself and all other aggrieved employees; and
 ALONDRA CORTEZ, an individual, on behalf
 of herself and all other aggrieved employees;
 MARITZA MEDINA, an individual, on behalf
 of herself and all other aggrieved employees;
 JASPREET KAUR, an individual, on behalf of
 herself and all other aggrieved employees;
 LEXUS TORREA BUTLER, an individual, on
 behalf of herself and all other aggrieved
 employees; JASON TANG, an individual, on
 behalf of himself and all other aggrieved
 employees; DEJA CUNNINGHAM, an
 individual, on behalf of herself and all other
 aggrieved employees; and PHYLLIS
 JOHNSON, an individual, on behalf of herself

CASE NO. 24STCV07033

**PROPOSED ORDER AND
 JUDGMENT**

Courtroom: Dept. 72
 Judge: Hon. Joseph Lipner

Complaint Filed: March 20, 2024
 FAC Filed: May 7, 2024

Trial Date: March 30, 2026

1 and all other aggrieved employees;

2 Plaintiffs,

3 vs.

4 LONGWOOD MANAGEMENT LLC, a
California limited liability company;
5 NORTHRIDGE CARE CENTER LLC, a
California limited liability company; PARK
6 ANAHEIM HEALTH CARE, LLC, a
California limited liability company; PICO
7 RIVERA HEALTHCARE LLC, a California
limited liability company; LONGWOOD
8 ENTERPRISES LLC, a California limited
liability company; BROADWAY MANOR
9 CARE CENTER LLC, a California limited
liability company; CRENSHAW NURSING
10 HOME, LLC, a California limited liability
company; S.G.V. HEALTHCARE, INC., a
11 California corporation; and DOES 1 through 50,
Inclusive,

12 Defendants.
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1 **~~PROPOSED~~ ORDER AND JUDGMENT**

2 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

3 The Court, having read and considered the Parties' Joint Stipulation Re: PAGA Settlement,
4 and good cause appearing, hereby orders as follows:

5 1. The Court hereby approves the PAGA Settlement Agreement ("Settlement
6 Agreement") that is attached as Exhibit 2 to the Declaration of Dalia R. Khalili.

7 2. This Order hereby adopts and incorporates by reference the terms and conditions of
8 the Settlement Agreement.

9 3. Judgment is hereby entered in favor of Plaintiffs Jonnel Liwag, Alondra Cortez,
10 Maritza Medina, Lexus Torrea Butler, Jason Tang, and Phyllis Johnson ("Plaintiffs") and against
11 Defendants Northridge Care Center LLC dba Northridge Care Center, Park Anaheim Health Care
12 LLC dba Park Anaheim Healthcare Center, Pico Rivera Healthcare LLC dba Pico Rivera
13 Healthcare Center, Crenshaw Nursing Home LLC, S.G.V. Healthcare, Inc. dba Live Oak
14 Rehabilitation Center, and Broadway Manor Care Center LLC ("Defendants") in the amount of
15 \$270,000.00, pursuant to the terms of the Settlement. This Judgment is intended to be a final
16 disposition of this action as to Plaintiffs' PAGA claims against Defendants and is intended to be
17 immediately appealable.

18 4. The Court finds that it has jurisdiction over the subject matter of the action and over
19 all Parties to the action, including the State of California and all Covered Employees, which is
20 defined in the Settlement Agreement as persons "employed by and who performed work in at least
21 one pay period at one or more Defendants in a non-exempt, hourly position during the applicable
22 PAGA Period."

23 5. "PAGA Period" is defined as the period from January 14, 2023 through September
24 2, 2025.

25 6. The Court hereby finds that the Settlement Agreement was entered into in good
26 faith, is in all respects fair, adequate, and reasonable, and satisfies the standards and applicable
27 requirements for approval of PAGA representative actions under California law, and accordingly,
28 hereby directs implementation of all terms, conditions, and provisions of the Settlement Agreement.

1 The Court finds that notice of the Settlement has been provided to the California Labor and
2 Workforce Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

3 7. This Settlement Agreement is not an admission by Defendants, nor is this Order a
4 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order,
5 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
6 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
7 wrongdoing, omission, concession, or liability whatsoever by or against Defendants.

8 8. The Gross Settlement Amount of \$270,000.00 is hereby approved. The Gross
9 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
10 the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA
11 Plaintiffs Payment, and the Administration Expenses Payment, as set forth below.

12 9. The Court hereby awards \$90,000.00 for a PAGA Counsel Fees Payment and
13 \$15,129.42 for a PAGA Counsel Litigation Expenses to Plaintiffs’ Counsel, Matern Law Group,
14 PC.

15 10. The Court approves a PAGA Plaintiffs Payment of \$5,000.00 to each Plaintiff
16 (combined total of \$30,000).

17 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator and
18 approves costs of administration in the amount of \$14,000.00.

19 12. The remainder of the Gross Settlement Amount after deducting items (8), (9), and
20 (10) shall be the Net Settlement Amount to be allocated between the LWDA and the Covered
21 Employees pursuant to Labor Code section 2699. The Net Settlement Amount shall be allocated
22 25% to the Covered Employees (\$30,217.65) on a pro rata basis according to the respective pay
23 periods each worked during the Covered Period, and 75% to the LWDA (\$90,652.94).

24 13. A judgment in this representative action shall be binding on all Covered Employees,
25 including Plaintiffs, and the State of California, who are hereby barred by the doctrine of res
26 judicata from re-litigating the Released PAGA Claims during the PAGA Period.

27 14. The Court approves the deadlines set forth in the Settlement Agreement for
28 administration of the Settlement.

1 15. No later than 15 calendar days after the Effective Date, Defendants will deliver the
2 Covered Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet.

3 16. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds
4 to the Administrator no later than 30 calendar days after the Effective Date.

5 17. Within 15 calendar days after Defendants fund the Gross Settlement Amount, the
6 Administrator will mail checks or wire funds for all Individual PAGA Payments, the LWDA PAGA
7 Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and Litigation
8 Expenses Payment, and the PAGA Plaintiffs Payment. Disbursement of the PAGA Counsel Fees
9 Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA
10 Payments.

11 18. Effective on the date when Defendants fully fund the entire Gross Settlement
12 Amount, all Covered Employees are deemed to release, on behalf of themselves and their respective
13 former and present representatives, agents, attorneys, heirs, administrators, successors and assigns,
14 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
15 have been alleged, during the PAGA Period based on the facts stated in the Operative Complaint
16 and the PAGA Notices.

17 19. “Released Parties” means Defendants and each of their respective current and
18 former, direct and indirect parents, subsidiaries, brother-sister companies, management companies,
19 administrative services companies, and all other affiliates and related partnerships, joint ventures,
20 or other entities, and, with respect to each of them, their predecessors and successors; and, with
21 respect to each such entity, all of its past, present, and future employees, officers, directors, owners,
22 representatives, assigns, trustees, attorneys, agents, insurers, employee benefit programs (and the
23 trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting
24 by, through, under or in concert with any of the persons or entities listed in this section.

25 20. A final accounting hearing is set for November 9, 2026 at 8:30 a.m.
26 The parties are ordered to provide a final report and accounting from the Administrator by
27 November 1, 2026 .

28 21. The Administrator shall post notice of this Order and Judgment on its website within

1 ten (10) calendar days of the Court's entry of this Order and Judgment.

2 22. Plaintiffs shall submit a copy of this Order and Judgment to the LWDA within ten
3 (10) calendar days of the Court's entry of this Order and Judgment, and Plaintiffs shall file a proof
4 of service with the Court.

5 23. In light of the approval of this Settlement, without affecting the finality of the Order,
6 the Court shall retain exclusive and continuing jurisdiction under California Code of Civil
7 Procedure § 664.6 over the above-captioned action and the parties for the purposes of enforcing the
8 terms of the Settlement.

9 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

10 DATED: 12/30/2025



11 The Honorable Joseph Lipner
12 Judge of the Superior Court

13 Joseph Lipner / Judge
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