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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PELLIPPE CARRILLO, an individual, on behalf of himself and all other aggrieved employees; JACQUELINE NELSON, an individual, on behalf of herself and all other aggrieved employees; NARKITA THOMAS, an individual, on behalf of herself and all other aggrieved employees; ANDREA CRUZ, an individual, on behalf of herself and all other aggrieved employees; CLARIE TUPUOLA, an individual, on behalf of herself and all other aggrieved employees; ALMA PIERRE, an individual, on behalf of herself and all other aggrieved employees; MARIA BRENDA DECENA, an individual, on behalf of herself and all other aggrieved employees; CHRISTINA FALLS, an individual, on behalf of herself and all other aggrieved employees; ASHLEY SMITH, an individual, on behalf of herself and all other aggrieved employees; IRENE MENDEZ DURAN, an individual, on behalf of herself and all other aggrieved employees; CHARLENE AMEZCUA, an individual, on behalf of herself and all other aggrieved employees; and CHEYENNE MITCHELL, an individual, on behalf of herself and all other aggrieved employees, STEVEN GONZALES, an individual, on behalf of himself and all other aggrieved employees; ELLEN ANN DUONG, an individual, on behalf of herself and all other aggrieved employees; LEKECIA DUKES, an individual, on behalf of herself and all other aggrieved employees; and JOSHUA RUBIO FLORES, an individual, on behalf of himself

FILED
Superior Court of California
County of Los Angeles

04/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: G. Woo Deputy

Case No. 20STCV44876

[Assigned for all purposes to the Honorable Colin P. Leis, Dept. 74]

~~PROPOSED~~ ORDER AND JUDGMENT

Date: April 10, 2026
Time: 8:30 a.m.
Dept.: 74
Reservation ID: 478300222428

Complaint Filed: November 20, 2020
FAC Filed: November 30, 2020
SAC Filed: December 6, 2021
TAC Filed: October 18, 2024
Trial Date: June 8, 2026

1 and all other aggrieved employees;

2 Plaintiffs,

3 vs.

4 ARTESIA HEALTHCARE, INC., a California
5 corporation; BURBANK HEALTHCARE LLC, a
6 California limited liability company;
7 BURLINGTON CONVALESCENT HOSPITAL,
8 LLC, a California limited liability company;
9 NORMANDIE/WILSHIRE RETIREMENT
10 HOTEL LLC, a California limited liability
11 company; CASA BONITA CONVALESCENT
12 HOSPITAL LLC, a California limited liability
13 company; ICC CONVALESCENT LLC, a
14 California limited liability company; IMPERIAL
15 CREST HEALTHCARE CENTER, LLC, a
16 California limited liability company;
17 MAGNOLIA GARDENS CONVALESCENT
18 HOSPITAL LLC, a California limited liability
19 company; SAN GABRIEL CONVALESCENT
20 CENTER LLC, a California limited liability
21 company; SHEA HEALTHCARE CENTER
22 LLC, a California limited liability company;
23 STUDIO CITY CONVALESCENT HOSPITAL
24 LLC, a California limited liability company; IRA
25 DAVID ENTERPRISES LLC, a California
26 limited liability company; ADF INVESTMENTS
27 LLC, a California limited liability company; SAN
28 DIMAS RETIREMENT CENTER LLC, a
California limited liability company; and DOES 1
through 50, inclusive,

Defendants.

~~PROPOSED~~ ORDER AND JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

The Court, having read and considered the Plaintiffs' Motion for Approval of PAGA Settlement and supporting papers, and good cause appearing, hereby orders as follows:

1. The Court hereby approves the PAGA Settlement Agreement ("Settlement Agreement") that is attached as Exhibit 2 to the Declaration of Matthew J. Matern.

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

3. Judgment is hereby entered in favor of Plaintiffs Andrea Cruz, Maria Brenda Decena, Irene Mendez Duran, Christina Falls, Cheyenne Mitchell, Jacqueline Nelson, Alma Pierre, Ashley Smith, Narkita Thomas, Clarie Tupuola, Lekecia Dukes, Ellen Duong, Joshua Rubio Flores, and Steven Gonzales ("Plaintiffs") and against Defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank Healthcare LLC dba Burbank Healthcare and Rehabilitation Center, Burlington Convalescent Hospital LLC, Casa Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton Manor Inn, ADF Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare Rehabilitation Center, San Dimas Retirement Center LLC, Studio City Convalescent Hospital LLC dba Studio City Rehabilitation Center, Magnolia Gardens Convalescent Hospital LLC, San Gabriel Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, and Shea Healthcare Center LLC dba Whittier Pacific Care Center ("Defendants") in the amount of \$1,615,000.00, pursuant to the terms of the Settlement. This Judgment is intended to be a final disposition of this action as to Plaintiffs' PAGA claims against Defendants and is intended to be immediately appealable.

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

1 5. “PAGA Period” is defined as: (A) the period from September 16, 2019 through
2 September 4, 2025, with respect to Covered Employees who, based on Defendants’ records, were
3 employed directly by defendants Artesia Healthcare, Inc. dba Alameda Care Center, Burbank
4 Healthcare LLC dba Burbank Healthcare and Rehabilitation Center, Burlington Convalescent
5 Hospital LLC, Casa Bonita Convalescent Hospital LLC, Ira David Enterprises LLC dba Crofton
6 Manor Inn, ADF Investments LLC dba Huntington Retirement Hotel, ICC Convalescent LLC dba
7 Imperial Care Center, Normandie/Wilshire Retirement Hotel LLC dba California Healthcare
8 Rehabilitation Center, San Dimas Retirement Center LLC, or Studio City Convalescent Hospital
9 LLC dba Studio City Rehabilitation Center (“PAGA Period A”); and (B) the period from August
10 8, 2023 through September 4, 2025, with respect to Covered Employees who, based on Defendants’
11 records, were employed directly by defendants Magnolia Gardens Convalescent Hospital LLC, San
12 Gabriel Convalescent Center LLC, Imperial Crest Healthcare Center, LLC, or Shea Healthcare
13 Center LLC dba Whittier Pacific Care Center (“PAGA Period B”).

14 6. The Court hereby finds that the Settlement Agreement was entered into in good
15 faith, is in all respects fair, adequate, and reasonable, and satisfies the standards and applicable
16 requirements for approval of PAGA representative actions under California law, and accordingly,
17 hereby directs implementation of all terms, conditions, and provisions of the Settlement Agreement.
18 The Court finds that notice of the Settlement has been provided to the California Labor and
19 Workforce Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

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

25 8. The Gross Settlement Amount of \$1,615,000.00 is hereby approved. The Gross
26 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
27 the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA
28 Plaintiffs Payment, and the Administration Expenses Payment, as set forth below.

1 9. The Court hereby awards \$538,333.33 for a PAGA Counsel Fees Payment and
2 \$119,666.17 for a PAGA Counsel Litigation Expenses to Plaintiffs' Counsel, Matern Law Group,
3 PC.

4 10. The Court approves a PAGA Plaintiffs Payment of \$5,000.00 to each Plaintiff
5 (combined total of \$70,000.00).

6 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator and
7 approves costs of administration in the amount of \$39,000.00.

8 12. The remainder of the Gross Settlement Amount after deducting items (8), (9), and
9 (10) shall be the Net Settlement Amount to be allocated between the LWDA and the Covered
10 Employees pursuant to Labor Code section 2699. The Net Settlement Amount shall be allocated
11 25% to the Covered Employees (\$212,000.12) on a pro rata basis according to the respective pay
12 periods each worked during the PAGA Period, and 75% to the LWDA (\$636,000.38).

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

16 14. The Court approves the deadlines set forth in the Settlement Agreement for
17 administration of the Settlement.

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

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

22 17. Within 15 calendar days after Defendants fund the Gross Settlement Amount, the
23 Administrator will mail checks or wire funds for all Individual PAGA Payments, the LWDA PAGA
24 Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and Litigation
25 Expenses Payment, and the PAGA Plaintiffs Payment. Disbursement of the PAGA Counsel Fees
26 Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA
27 Payments.

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

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

20. A final accounting hearing is set for May 4, 2027 at 8:30 a.m..
The parties are ordered to provide a final report and accounting from the Administrator by
April 23, 2027.

21. The Administrator shall post notice of this Order and Judgment on its website within ten (10) calendar days of the Court's entry of this Order and Judgment.

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

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

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

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7
8 DATED: 04/10/2026



Honorable Colin P. Leis
Judge of the Superior Court