Electronically Received 06/04/2026 02:10 PM

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SB# 159798)
mmatern@maternlawgroup.com
MATTHEW W. GORDON (SB# 267971)
mgordon@maternlawgroup.com
VANESSA M. RODRIGUEZ (SB# 316382)
vrodriguez@maternlawgroup.com
2101 E. El Segundo Boulevard, Suite 430
El Segundo, California 90245
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiffs

PAUL HASTINGS LLP
CHRIS A. JALIAN (SB# 295564)
chrisjalian@paulhastings.com
SHERA Y. KWAK (SB# 329168)
sherakwak@paulhastings.com
AJA S. NUNN (SB# 347676)
ajanunn@paulhastings.com
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

Attorneys for Defendants

FILED
Superior Court of California
County of Los Angeles
07/06/2026
David W. Slayton, Executive Officer / Clerk of Court
By: G. Woo Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PHELLIPPE 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;

Case No. 20STCV44876

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

JOINT STIPULATION~~; [PROPOSED]~~ SECOND AMENDED ORDER AND JUDGMENT

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

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 and all other aggrieved employees;

Plaintiffs,

vs.

ARTESIA HEALTHCARE, INC., a California corporation; BURBANK HEALTHCARE LLC, a California limited liability company; BURLINGTON CONVALESCENT HOSPITAL, LLC, a California limited liability company; NORMANDIE/WILSHIRE RETIREMENT HOTEL LLC, a California limited liability company; CASA BONITA CONVALESCENT HOSPITAL LLC, a California limited liability company; ICC CONVALESCENT LLC, a California limited liability company; IMPERIAL CREST HEALTHCARE CENTER, LLC, a California limited liability company; MAGNOLIA GARDENS CONVALESCENT HOSPITAL LLC, a California limited liability company; SAN GABRIEL CONVALESCENT CENTER LLC, a California limited liability company; SHEA HEALTHCARE CENTER LLC, a California limited liability company; STUDIO CITY CONVALESCENT HOSPITAL LLC, a California limited liability company; IRA DAVID ENTERPRISES LLC, a California limited liability company; ADF INVESTMENTS LLC, a California limited liability company; SAN DIMAS RETIREMENT CENTER LLC, a California limited liability company; and DOES 1 through 50, inclusive,

Defendants.

IT IS HEREBY STIPULATED by and between 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 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") (collectively, the "Parties"), subject to the Court's approval, as follows:

WHEREAS, on April 10, 2026, the Court entered an Order and Judgment approving the Parties' PAGA Settlement Agreement;

WHEREAS, on May 14, 2026, the Court entered an Amended Order and Judgment, amending paragraph 12 of the Order and Judgment to read as follows:

> The remainder of the Gross Settlement Amount after deducting items (8), (9), and (10) shall be the Net Settlement Amount to be allocated between the LWDA and the Covered Employees pursuant to Labor Code section 2699. The Net Settlement Amount shall be allocated as follows: (A) for PAGA Period A: 25% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during PAGA Period A and 75% to the LWDA and (B) for PAGA Period B: 35% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during PAGA Period B and 65% to the LWDA.

WHEREAS, the Amended Order and Judgment entered on May 14, 2026 did not specify how the Net Settlement Amount is supposed to be split between PAGA Period A and PAGA Period B;

WHEREAS, the Parties have agreed to submit a [Proposed] Second Amended Order and Judgment to the Court to address this oversight.

///

THE PARTIES THEREFORE AGREE AND STIPULATE AS FOLLOWS, SUBJECT TO THE COURT'S APPROVAL:

The Court shall amend paragraph 12 of the Order and Judgment to read as follows:

> The remainder of the Gross Settlement Amount after deducting items (8), (9), and (10) shall be the Net Settlement Amount to be allocated between the LWDA and the Covered Employees pursuant to Labor Code section 2699. The Net Settlement Amount shall be allocated as follows: (A) for PAGA Period A: 25% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during PAGA Period A and 75% to the LWDA and (B) for PAGA Period B: 35% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during PAGA Period B and 65% to the LWDA. The Net Settlement Amount shall be split proportionally between PAGA Period A and PAGA Period B based on the number of pay periods in each PAGA Period.

IT IS SO STIPULATED.

Dated: June 4, 2026

MATERN LAW GROUP, PC

/s/ Vanessa M. Rodriguez
MATTHEW J. MATERN
MATTHEW W. GORDON
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs

Dated: June 4, 2026

PAUL HASTINGS LLP

/s/ Chris A. Jalian
CHRIS A. JALIAN
SHERA Y. KWAK
AJA S. NUNN
Attorneys for Defendants

~~[PROPOSED]~~ SECOND AMENDED ORDER AND JUDGMENT

1. On April 10, 2026, the Court entered an Order and Judgment granting Plaintiffs' Motion for Approval of PAGA Settlement.

2. On May 14, 2026, the Court entered an Amended Order and Judgment, amending paragraph 12 of the Order and Judgment.

3. The Court hereby further amends paragraph 12 of the Order and Judgment to read as follows:

> The remainder of the Gross Settlement Amount after deducting items (8), (9), and (10) shall be the Net Settlement Amount to be allocated between the LWDA and the Covered Employees pursuant to Labor Code section 2699. The Net Settlement Amount shall be allocated as follows: (A) for PAGA Period A: 25% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during PAGA Period A and 75% to the LWDA and (B) for PAGA Period B: 35% to the Covered Employees on a pro rata basis according to the respective pay periods each worked during PAGA Period B and 65% to the LWDA. The Net Settlement Amount shall be split proportionally between PAGA Period A and PAGA Period B based on the number of pay periods in each PAGA Period. The Net Settlement Amount shall be split proportionally between PAGA Period A and PAGA Period B based on the number of pay periods in each PAGA Period.

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

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

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 07/03/2026

Colin Leis

Honorable Colin P. Leis
Judge of the Superior Court