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FILED
Superior Court of California
County of Sacramento
09/21/2026
T. Shaddix, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

MAHARI SMITH, an individual, in his representative capacity on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

NORTH SACRAMENTO HEALTHCARE, LLC, d.b.a. NORTH POINTE CARE CENTER, a California limited liability company; and DOES 1-50, Inclusive,

Defendants.

Case No.: 25CV002151

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT AND JUDGMENT

Date: August 21, 2026
Time: 9:00am

Judge: Hon. Jill H. Talley
Dept: 8A

Electronically Received 07/27/2026 06:49 PM

Plaintiff MAHARI SMITH ("Plaintiff") moves for approval of the settlement of Plaintiff's claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(s), against NORTH SACRAMENTO HEALTHCARE, LLC, *dba* NORTH POINTE CARE CENTER ("Defendant").

Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as a private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement Agreement ("Settlement Agreement"). The California Labor Workforce Development Agency ("LWDA") was provided with notice of the settlement and the motion for approval of the settlement via its online process and no objection has been received to the settlement or the motion from the LWDA. The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Gross Settlement Amount to be paid as part of the settlement as set forth in the Settlement Agreement, which was filed with the Court ("PAGA Settlement"). The PAGA Settlement provides for a Gross Settlement Amount in the total sum of $310,000.00 which includes the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment of $103,333.33, the PAGA Counsel Litigation Expenses Payment of $20,962.73, and Administration Expenses Payment of $5,000.00. The Administrator will be Atticus Administration, LLC. The Administrator shall transmit the funds represented by any settlement checks not cashed within 180 days to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. The Court approved the Gross Settlement Amount and the distributions of the Gross Settlement Amount as set forth above.

The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Parties' motion and approves the PAGA Settlement as set forth in the Settlement Agreement and the Gross Settlement Amount, which shall be allocated and paid out as set forth in the Settlement Agreement. The "Aggrieved Employees" are defined as all individuals who are or previously were employed by Defendant North Sacramento Healthcare, LLC *dba* North Pointe Care Center in California and classified as non-exempt employees at any time during the period from January 27, 2024 through February 9, 2026 ("PAGA Period").

Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Plaintiff and the State of California for all PAGA claims alleged in the operative complaint in the Action and Plaintiffs PAGA Notice to the LWDA which occurred during the PAGA Period, including alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226,226.2, 226.3, 226.7, 227.3, 246,510,512,558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2699 et seq., 2802, and 2804, and the applicable IWC Wage Orders, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Neither the Settlement Agreement nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released PAGA Claims; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from this action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court fifteen (15) court days before the non-appearance compliance hearing set for June 11, 2027 at 10:30 a.m., in Dept.8A.

Judgment is hereby entered on the claims in this action. After entry of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement

benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED: 09/21/2026

Jill Talley

THE HONORABLE JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT