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FILED
Superior Court of California
County of Los Angeles

09/18/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

ROSA GRASIELA MORENO GUTIERREZ,
an individual, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GHP MANAGEMENT CORPORATION, a
California Corporation; and DOES 1 through 50
inclusive,

Defendants.

Case No. 23STCV26618

*[Assigned for all purposes to: The Hon.
William F. Highberger, Dept. 10]*

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Hearing:

Date: September 18, 2026
Time: 10:00 a.m.
Dept.: 10

Action Filed: October 31, 2023
Trial Date: None set

~~PROPOSED~~ FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On January 27, 2026, the Court entered an Order which granted Plaintiff's Motion for

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1 Preliminary Approval of Class Action, granted conditional class certification, approved the format
2 of the Class Notice, and set a Final Approval Hearing (the “Preliminary Approval Order”), thereby
3 preliminarily approving a settlement of the above-entitled action (the “Action”) that was reached
4 between Plaintiff Rosa Grasiela Moreno (“Plaintiff”) and Defendant GHP Management Corporation
5 (“Defendant” and together with Plaintiff, the “Parties”), in accordance with the Parties’ Joint
6 Stipulation of Class Action Settlement and Release (the “Settlement”). The Settlement was attached
7 as **Exhibit 1** to the Declaration of Michael Elkin in Support of Plaintiffs’ Motion for Preliminary
8 Approval of Class Action Settlement that was filed on August 15, 2025.

9 The Court now has before it Plaintiff’s Motion for Final Approval of Class Action Settlement,
10 including a motion for payment of attorneys’ fees to Class Counsel, litigation costs to Class Counsel,
11 Service Enhancement Payment to the Class Representative, Settlement Administration Costs, and
12 whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class
13 Members (collectively “Motion for Final Approval”), as well as a [Proposed] Final Approval Order.

14 Due and adequate notice having been given to Class Members, and the Court having reviewed
15 the Settlement and duly considered Plaintiff’s Motion for Final Approval, the supporting declarations
16 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
17 any oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

19 1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions
20 as set forth in the Settlement.

21 2. Plaintiff’s Motion for Final Approval came before Department 10 of this Court, the
22 Honorable William F. Highberger presiding, on September 18, 2026.

23 3. The Court finds that the Settlement was made and entered into in good faith, the terms
24 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
25 investigation conducted by Plaintiff and Plaintiff’s counsel of record (“Class Counsel”); is the result
26 of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
27 meets the requirements for final approval. In so finding, the Court has considered all the evidence
28 presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and

1 complexity of the claims presented; the likely duration of further litigation; the settlement amount
2 offered; the extent of investigation and discovery completed; and the experience and views of Class
3 Counsel. The Court has further considered the absence of any objections and only two (2) Requests
4 for Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for
5 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

6 4. The Court certifies, for settlement purposes only, the following class (the "Class
7 Members"): All current and former non-exempt employees employed by GHP Management
8 Corporation in California from October 31, 2019, to January 27, 2026.

9 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
10 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
11 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from
12 the Settlement do not apply to the Released PAGA Claims.

13 6. The Released PAGA Claims shall bind the following individuals ("PAGA Members"):
14 all current and former non-exempt employees employed by GHP in California during the PAGA
15 Period The "PAGA Period" means the period from June 2, 2022 through January 27, 2026.

16 7. The Court finds that Plaintiff exhausted all administrative remedies required to bring
17 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
18 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
19 that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
20 Development Agency ("LWDA") has been given timely notice of the Settlement, has not objected,
21 and is therefore bound by this Final Approval Order.

22 8. The deadline to submit a Request for Exclusion or to submit written objections to the
23 Settlement for the majority of Class Members was May 4, 2026.

24 9. Two (2) Requests for Exclusion were received. No other Requests for Exclusion were
25 received. Accordingly, 825 Class Members remain in the Class and are bound by this Final Approval
26 Order and the accompanying Judgment.

27 10. The Court finds that a full opportunity has been afforded to Class Members to object
28 to the Settlement and participate in the Final Approval Hearing. All Class Members had an

1 opportunity to object to the Settlement. No written objections were received, and no Class Members
2 appeared at the Final Approval Hearing to present any objections.

3 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
4 Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided
5 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
6 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
7 practicable under the circumstances, by providing individual and adequate notice of the proceedings
8 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
9 requirements of due process and provided the Class Members with adequate instructions and a variety
10 of means to obtain additional information.

11 12. Class Release. All Participating Class Members, on behalf of themselves and their
12 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
13 and assigns, release Released Parties from claims that were alleged, or reasonably could have been
14 alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the
15 course of the Action including, but not limited to, all statutes/ordinances referenced in the Operative
16 Complaint and corresponding provisions of the California Industrial Welfare Commission Wage
17 Orders and the California Code of Regulations, including but not limited to (1) the California Code
18 of Regulations, Title 8, §11050, (2) Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.2,
19 226.3, 226.6, 226.7, 227.3, 233, 245, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
20 1197, 1197.1, 1198, and 2802, as related to the above claims, (3) the Fair Labor Standards Act, 29
21 U.S.C. § 201 et seq. and (4) all related federal, state or local statutes, common law, ordinances,
22 regulations, or provisions relating to the facts and claims in the Action, including claims for failure
23 to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods,
24 failure to provide required rest periods, failure to properly pay accrued sick days, failure to properly
25 pay unused vacation pay, willful misclassification of employees as independent contractors, failure
26 to pay timely wages during employment, failure to pay all wages due to discharged and quitting
27 employees, failure to maintain required records, failure to furnish accurate itemized wage
28 statements, failure to reimburse necessary business expenses, liquidated damages, civil penalties,

1 premium wages, claims for injunctive relief and restitution under California Business & Professions
2 Code § 17200, 17203, and 17204, interest, costs and attorneys' fees, including Labor Code Sections
3 218.5 and 218.6, Code of Civil Procedure Section 1021.5 and Civil Code Section 3287. Participating
4 Class Members who negotiate or otherwise deposit their Settlement Payment Check will be deemed
5 to have opted into the Action for purposes of the Fair Labor Standards Act ("FLSA") and as to those
6 Class Members, they expressly waive and release any FLSA claims arising during the Class Period
7 and reasonably related to the claims and allegations in the Operative Complaints. This release
8 excludes the release of claims not permitted by law. The following language will be printed on the
9 reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise
10 negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the
11 Notice of Class Action Settlement and I consent to join in the FLSA portion of the Action, elect to
12 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that
13 are covered by the Settlement". Except as set forth in Section 6.3 of this Agreement, Participating
14 Class Members do not release any other claims, including claims for vested benefits, wrongful
15 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
16 disability, social security, workers' compensation, or claims based on facts occurring outside the
17 Class Period.

18 13. PAGA Release. All Aggrieved Employees are deemed to release, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that
21 were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
22 Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, but
23 not limited to, all statutes/ordinances referenced in the Operative Complaint and the PAGA Notice
24 and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the
25 California Code of Regulations, including but not limited to (1) the California Code of Regulations,
26 Title 8, § 11050, (2) Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 221, 226, 226.2, 226.3,
27 226.6, 226.7, 227.3, 233, 245, 246, 248.5, 256, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12,
28 1194, 1194.2, 1197, 1197.1, 1198 2698, 2699, 2699.5, and 2802, as related to the above claims,

1 including claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide
2 required meal periods, failure to provide required rest periods, failure to properly pay accrued sick
3 days, failure to properly pay unused vacation pay, failure to pay timely wages during employment,
4 failure to pay all wages due to discharged and quitting employees, failure to maintain required records,
5 failure to furnish accurate itemized wage statements, failure to reimburse necessary business
6 expenses, liquidated damages, civil penalties, and premium wages.

7 14. General Release by Class Representative. Upon the Effective Date of this Settlement
8 Agreement, the Class Representatives will release and discharge Released Parties all claims,
9 transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a)
10 all claims that were, or reasonably could ve been, alleged, based on the facts contained, in the
11 Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
12 based on facts contained in the Operative Complaint, Plaintiffs PAGA Notice, or ascertained during
13 the Action and released under the Class Release. ("Plaintiffs Release.") Plaintiffs Release does not
14 extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
15 unemployment benefits, disability benefits, social security benefits, workers' compensation benefits
16 that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
17 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
18 knows or believes to be true but agrees, nonetheless, that Plaintiffs Release shall be and remain
19 effective in all respects, notwithstanding such different or additional facts or Plaintiffs discovery of
20 them. Released Parties.

21 15. The Class Representative acknowledges that he has had the opportunity to review, and
22 has reviewed, California Civil Code section 1542, which provides: A general release does not extend
23 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
24 the time of executing the release and that, if known by him or her, would have materially affected his
25 or her settlement with the debtor or released party. Being fully informed of this provision of the Civil
26 Code and understanding its provisions, the Class Representative agrees to waive any rights under that
27 section, and acknowledges that this Settlement Agreement and the release contained herein extends
28 to all claims that he has or might have against the Released Parties, including those which are

1 presently unknown to her or that she does not know or suspect to exist, which, if known by Plaintiff,
2 might have affected his settlement with, and release of, the Released Parties or might have affected
3 his decision.

4 16. The Parties shall bear their own respective attorneys' fees and costs, except as
5 otherwise provided for in the Settlement and approved by the Court.

6 17. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
7 the methodology used to calculate individual Settlement Class Payments and individual PAGA
8 Payments to Participating Class Members and PAGA Members, respectively, are fair and reasonable.
9 Thus, the Court authorizes the Settlement Administrator to calculate and pay individual settlement
10 shares in accordance with the terms of the Settlement.

11 18. Defendant is ordered to fully fund the Gross Settlement Amount (\$805,000), and to
12 fund Defendant's share of payroll taxes separate and apart from the Gross Settlement Amount, , by
13 transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

14 19. Within 14 days after GHP funds the Gross Settlement Amount, the Administrator will
15 mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
16 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
17 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the
18 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
19 Representative Service Payment shall not precede disbursement of Individual Class Payments and
20 Individual PAGA Payments..

21 20. A total amount of \$60,000.00 shall be allocated as the "PAGA Award," payable from
22 the Gross Settlement, for resolution of the Released PAGA Claims and distributed as follows: 75%
23 (\$45,000.00) to the LWDA and 25% (\$15,000.00) to PAGA Members (the "Net PAGA Amount").

24 21. The Court finds Plaintiff has adequately represented the Class and therefore confirms
25 the appointment of the Named Plaintiff as Class Representative, for settlement purposes only. In
26 addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member, the Court
27 approves and orders a service payment to Plaintiff in the amount of \$5,000.00 (the "Service Award"),
28 payable from the Gross Settlement Amount, for Plaintiff's role and services as the Class

1 Representative, for the risks and work attendant to that role, and for Plaintiff's general release of
2 claims and waiver of section 1542 rights.

3 22. The Court confirms the appointment of Michael Elkin, Jessica Gamboa and Benjamin
4 McLain of Elkin Gamboa, LLC as Class Counsel, for settlement purposes only, as counsel is
5 experienced in wage and hour class action litigation, has no apparent conflicts of interest with
6 Plaintiff, other Class Members, or the Settlement Administrator, and has adequately represented Class
7 interests. The Court approves and orders the payments to Class Counsel, payable from the Gross
8 Settlement Amount, of **\$265,650** for reasonable attorneys' fees, and of up to **\$25,000**, for
9 reimbursement of out-of-pocket litigation costs. The Court finds that these amounts are reasonable
10 considering the benefits provided to the Class.

11 23. The Court confirms the appointment of Apex Class Action, LLC as the Settlement
12 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
13 the payment to the Administrator of **\$11,500** ("Settlement Administration Costs"), payable from the
14 Gross Settlement Amount, for settlement administration.

15 24. Following the expiration of the 180-day check-cashing deadline, should there be any
16 uncashed checks, the Settlement Administrator shall transmit those amounts to the California
17 Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved
18 Employee.

19 25. In accordance with California Rule of Court 3.771(b), notice of the concurrently filed
20 Judgment will be given to the Class by the Settlement Administrator, who will post an electronic
21 copy on its website for no less than ninety (90) calendar days following entry thereof.

22 26. This Final Approval Order and the concurrently filed Judgment are intended to be a
23 final disposition of the Action in its entirety and are intended to be immediately appealable.

24 27. The obligations set forth in the Settlement are deemed part of this Final Approval
25 Order and the concurrently filed Judgment, and the Parties and the Settlement Administrator are
26 ordered to carry out the Settlement according to its terms and provisions.

27 28. After entry of the concurrently filed Judgment, the Court shall have continuing
28 jurisdiction under Cal. Rules of Court, Rule 3.769(h) and California Code of Civil Procedure section

664.6 to enforce the terms of the Judgment.

29. The Settlement is finally approved but is not an admission by Defendants of the validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

Case Review

30. The Court sets a (Non-Appearence) ~~Hearing~~ re: Distribution on 9/28/27 at 9 a.m. in Department 10. Class Counsel are ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than 9/21/27.

IT IS SO ORDERED.

DATED: 09/18/2026



Hon. William F. Highberger
Judge of the Superior Court

PROOF OF SERVICE
(C.C.P. §§ 1013a and 2015.5)

I, MARY LOPEZ, declare as follows:

1 I am employed in the County of Los Angeles, State of California. I am over the age of
2 eighteen and not a party to the within action. My business address is 4119 W. Burbank Blvd.,
Suite 110, Burbank, CA 91505. My email address is mary@elkingamboa.com.

3 On August 28, 2026, I caused to be served the foregoing document described as [
4 **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND**
PAGA SETTLEMENT on the interested parties in this action as follows:

5 Kelly O. Scott Esq. Jared W. Slater Esq. Ervin Cohen & Jessup, LLP 6 9401 Wilshire Boulevard, Twelfth Floor, 7 Beverly Hills, CA 90212	Attorneys for Defendant GHP Management Corporation T: (310) 273-6333 E: kscott@ecjlaw.com, jslater@ecjlaw.com
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8
9 ☒ CASE ANYWHERE: By electronically serving the document(s) via Case Anywhere to
the parties and/or counsel who are registered to use Case Anywhere in this matter, as
identified above.

10
11 ☒ I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

12 Executed on August 28, 2026, at Burbank, California.

13
14
15 
16 MARY LOPEZ