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Attorneys for Plaintiff Deborah Tan individually
 and on behalf of all others similarly situated

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

DEBORAH TAN individually and on behalf of
 other individuals similarly situated,

Plaintiff,

v.

ACSB, LLC, a California limited liability
 company dba ASPEN SKILLED
 HEALTHCARE, and DOES 1-100, inclusive,

Defendant.

CASE NO. 20STCV09800

**~~PROPOSED~~ JUDGMENT AND ORDER
 GRANTING FINAL APPROVAL OF
 CLASS ACTION AND PAGA
 SETTLEMENT**

[Assigned for all purposes to The Honorable
 Kenneth R. Freeman, Department 14]

Date: January 11, 2022

Time: 11:00 A.M.

Location: Department 14

Complaint filed: March 11, 2020

First Amend. Complaint filed: August 21, 2020

Sec. Amended Complaint filed: January 6, 2021

FILED
 Superior Court of California
 County of Los Angeles

02/16/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: B. Guerrero Deputy

On January 12, 2022, Plaintiff Deborah Tan (“Plaintiff”) and Defendant ACSB, LLC (“Defendant”) entered into the Second Amended Stipulation of Class Action and PAGA Settlement (the “Stipulation” or “Settlement Agreement”).

Motion for Preliminary Approval

On April 2, 2021, Plaintiff filed a Motion for Preliminary Approval of Class Action Settlement. On August 31, 2021, the Court granted preliminary approval of the proposed settlement (“Settlement”). The Court preliminarily certified the following class for settlement purposes only: All current and former non-exempt employees of ACSB, LLC who worked for ACSB, LLC in California at any time from March 11, 2016 through August 31, 2021 (“the Class Period”). The Court appointed Bradley/Grombacher LLP and The Law Offices of Sahag Majarian II as Class Counsel for the Settlement Class. Additionally, the Court appointed Plaintiff as Class Representative, and ILYM Group, Inc. as the settlement administrator. The Court also granted approval of the notice procedures to be used for the Settlement.

Motion for Final Approval

Thereafter, on October 25, 2021, Plaintiff filed an unopposed Motion for Final Approval of Class Action Settlement. The Court heard the Final Approval Motion on January 11, 2022. No objectors appeared at the hearing. The Court issued a Minute Order after the hearing granting the Motion for Final Approval of Settlement contingent upon submission of a revised Stipulation of Class Action and PAGA Settlement and a revised Proposed Judgment and Order. The court is in receipt of the Second Amended Stipulation of Class Action and PAGA Settlement and a revised Proposed Judgment and Order.

The Court, having considered all documents submitted in connection with preliminary and final approval of the Settlement and all oral arguments presented by counsel for the Parties, and with good cause appearing, finds and orders as follows:

IT IS HEREBY FINALLY ORDERED, ADJUDGED, AND DECREED THAT:

1. Jurisdiction. The Court has jurisdiction over the subject matter of the action and over all parties to the action, including all Class Members and all PAGA Representative Group Members.

1 **2. Fair, Reasonable, and Adequate.** The Settlement is approved and the parties shall
2 consummate the Settlement according to its terms. The Settlement was entered into in good faith; it
3 is fair, reasonable, and adequate; and it satisfies the standards and applicable requirements for final
4 approval under California law, including the provisions of California Code of Civil Procedure
5 section 382 and California Rules of Court, Rule 3.769, and Labor Code Section 2699(1)(2).

6 **3. Class Certification.** The Settlement Class is properly certified as a class for
7 settlement purposes only.

8 **4. Incorporation.** The Settlement Agreement is incorporated herein and has the full
9 force and effect of an Order of this Court.

10 **5. Notice to Class Members.** Notice was provided to the Settlement Class in
11 compliance with the Settlement, California Code of Civil Procedure section 382, California Civil
12 Code section 1781, due process, California Rules of Court 3.766 and 3.769, and any other applicable
13 law, and constitutes the best notice practicable under the circumstances. The Notice (i) fully and
14 accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided
15 sufficient information so that Settlement Class Members were able to decide whether to accept the
16 benefits offered, opt out and pursue their own remedies, or object to the proposed settlement; (iii)
17 provided procedures for Settlement Class Members to object to the proposed settlement; and (iv)
18 provided the final fairness hearing's time, date, and location. The Notice fully satisfied the
19 requirements of due process.

20 **6. Objections.** No Class Members have objected to the terms of the Settlement.

21 **7. Exclusions.** No Class Members have timely requested exclusion from the Settlement.

22 **8. Class Counsel's Fee.** Class Counsel's Fee in the amount of \$83,333.33 is approved.

23 **9. Class Counsel's Costs.** Class Counsel's Costs in the amount of \$9,181.65 are
24 approved.

25 **10. Class Representative Enhancement Award.** A Class Representative Enhancement
26 Award to Plaintiff Deborah Tan is approved in the amount of \$7,500.

27 **11. Administrator Costs.** Settlement Administrator Cost in the amount of \$13,350 to
28 ILYM Group, Inc. is approved.

1 **12. PAGA Allocation and Settlement.** The PAGA allocation in the amount of \$10,000
2 is approved. This amount represents a fair, reasonable, and adequate sum for resolution of
3 representative claims raised pursuant to Labor Code § 2698, *et seq.*, and the Settlement of these
4 claims is approved. A payment in the amount of \$2,500 to the PAGA Representative Group
5 members is approved. The allocation of funds among the PAGA Representative Group members is
6 fair, reasonable, and adequate. A payment in the amount of \$7,500 to the California Labor and
7 Workforce Development Agency is approved.

8 **13. Individual Settlement Payments.** The methodology used to calculate and pay each
9 Settlement Class Member's Individual Settlement Payment is fair and reasonable and, therefore,
10 approved. The Administrator is authorized to distribute the Individual Settlement Payments to
11 Settlement Class Members in accordance with the terms of the Settlement. The methodology used to
12 calculate and pay each PAGA Representative Group Member's Individual PAGA Payment is fair
13 and reasonable and, therefore, approved. The Administrator is authorized to distribute the Individual
14 PAGA Payments to PAGA Representative Group Members in accordance with the terms of the
15 Settlement.

16 **14. Unclaimed Funds.** Pursuant to California Code of Civil Procedure Section 384, the
17 Court determines that Settlement Class Members and PAGA Representative Group Members who
18 do not receive their pro rata share of the settlement shall have their share of the settlement sent to the
19 California State Bar's Justice Gap Fund in the name of the aggrieved employees.

20 **15. Report.** Within 60 days after the void date on the checks, the Settlement
21 Administrator shall provide counsel for the class with a report that shall be filed with the Court by
22 counsel for the class within 15 days after receipt thereof. The report shall be in the form of a
23 declaration from the Settlement Administrator or other declarant with personal knowledge of the
24 facts and shall describe (1) the date the checks were mailed; (2) the total number of checks mailed to
25 Class Members and PAGA Representative Group Members; (3) the number of checks that remain
26 uncashed; and (4) the nature and date of the disposition of those unclaimed funds.

27 **16. Fees.** Each party shall bear its own attorney's fees and costs, except as otherwise
28 provided in the Settlement Agreement. Except as set forth in the Settlement Agreement, the Class

Members, the PAGA Representative Group members, and the Class Representative shall take nothing by way of their Second Amended Class Action Complaint in this Action.

17. Class Release. This Judgment bars in a complete and final fashion all claims of the Class Members (defined as all current and former non-exempt employees of ACSB, LLC who worked for ACSB, LLC in California at any time from March 11, 2016 through August 31, 2021) against the Released Parties (defined as ACSB, LLC and its past and present officers, directors, shareholders, owners, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates, related companies, parents, subsidiaries, successors in interest, predecessors in interest, and attorneys) from any and all Released Claims (defined as all claims, demands, rights, liabilities, and causes of action that were pled in Plaintiff's Second Amended Complaint in the Action, or that could have been asserted based on the factual allegations in the Second Amended Complaint in the Action, that arose during the Class Period with respect to the following claims: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to timely pay wages in violation of Labor Code section 204; failure to provide the written notice required by Labor Code section 2810.5; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to pay all wages owed at termination in violation of California Labor Code section 203; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; all claims for unfair business practices under Business and Professions Code section 17200 and related sections that are premised on the facts, claims, causes of action, or legal theories described above; and civil penalties pursuant to the Private Attorneys General Act). The release period is from March 11, 2016 to the date that Defendant fully funds the settlement for the following claims: failure to timely pay wages in violation of Labor Code section 204; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep

complete records in violation of Labor Code sections 1174 and 1174.5; and violation of California *Business and Professions Code* section 17200 and related sections. The release period is from May 31, 2018 to the date that Defendant fully funds the settlement for the following claims: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; and failure to pay all wages owed at termination in violation of California Labor Code section 203. The release period is from August 21, 2019 to the date that Defendant fully funds the settlement for the following claim: failure to provide the written notice required by Labor Code section 2810.5. Each Class Member has released the Released Claims against the Released Parties. The Class Representative is permanently enjoined and forever barred from asserting the claims released under Section 2(D) of the Settlement Agreement.

18. PAGA Release. This Judgment bars in a complete and final fashion all claims of the PAGA Representative Group (defined as all current and former non-exempt employees of ACSB, LLC who worked for ACSB, LLC in California at any time from August 21, 2019 through August 31, 2021) against the Released Parties from any and all PAGA Released Claims (defined as from all PAGA claims which were asserted in Plaintiff's Second Amended Complaint, which include claims for penalties predicated upon the following: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to timely pay wages in violation of Labor Code section 204; failure to provide the written notice required by Labor Code section 2810.5; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to pay all wages owed at termination in violation of California Labor Code section 203; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; all claims for unfair business practices under Business and Professions Code section 17200 and related sections that are premised on the facts, claims, causes of action, or legal theories described above; claims for civil penalties and other relief pursuant to Labor Code section 2699, and the sections

preceding and following section 2699) during the PAGA Period (defined as August 21, 2019 to the date that Defendant fully funds the settlement). Each member of the PAGA Representative Group has released the PAGA Released Claims against the Released Parties.

19. Effective Date of Releases. The releases set forth herein will take effect on the date that Defendant fully funds the settlement.

20. Continued Jurisdiction. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h), 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, ADJUDGED, AND DECREED.

Dated: 02/16/2022



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman", is written over a horizontal line.

THE HONORABLE KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT
~~Kenneth R. Freeman, Judge~~

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On February 9, 2022, I served the foregoing documents described as **[PROPOSED] JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** on all interested parties in this action as follows: **SEE ATTACHED SERVICE LIST**

☐ **(VIA US MAIL)** I caused such envelope(s) to be deposited in the mail at Westlake Village, California with postage thereon fully prepaid.
I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **(BY E-MAIL)** On the above date, I delivered the aforementioned document(s) by electronic transmission to the parties' email addresses as they are known to me on the attached Service List. My email address is sboucher@bradleygrombacher.com I did not receive, within a reasonable period of time, any indication that the transmission did not go through.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☐ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed February 9, 2022, at Westlake Village, California.



Suzette Boucher

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Tan v. ACSB, LLC
Los Angeles County Superior Court
Case No.: 20STCV09800
Service List

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