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FILED
Superior Court of California
County of Los Angeles
06/23/2021

Sherri R. Carter, Executive Officer / Clerk of Court
By: S. Ontiveros Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

DENISHA JOHNSON, an individual, on
behalf of herself and all others similarly
situated, aggrieved employees, and the State of
California as a Private Attorneys General,

Plaintiffs,

vs.

ROUTE 66 POST ACUTE LLC, a
California Limited Liability Company, and
DOES 1-50, inclusive,

Defendants.

Case No. 20STCV30890

**CORRECTED [~~PROPOSED~~] FINAL
JUDGMENT**

Date: June 23, 2021
Time: 8:30 a.m.
Dept: 55

1 This matter came for hearing before this Court on June 23, 2021 at 8:30 a.m., upon
2 Plaintiff's unopposed motion for final approval of the settlement set forth in the Joint Stipulation
3 of Settlement and Release to Settle Class Action (the "Stipulation" or "Settlement Agreement").
4 The Court having granted final approval to the Stipulation, it is hereby ORDERED THAT FINAL
5 JUDGMENT BE ENTERED as follows:

6 1. All defined terms contained herein have the same meanings as those set forth in
7 the Agreement.

8 1. The Settlement Agreement shall be enforced according to its terms.

9 2. The Court certifies the class for purposes of settlement, defined as follows: all
10 current and former hourly, non-exempt employees of Defendants in California, at any time from
11 June 8, 2019 through February 22, 2021.

12 3. The Court finds that 0 of the 357 Putative Class Members have objected to the
13 Settlement and only two have requested exclusion from the Settlement. Those Putative Class
14 Members who requested exclusion from the Settlement are nonetheless bound by the settlement
15 of Plaintiff's Private Attorneys General Act ("PAGA") claim.

16 4. As of the date of this Final Judgment and the Effective Date, and except as to all
17 rights and claims created by this Settlement, the Named Plaintiff Denisha Johnson and all
18 Settlement Class Members, without the need to manually sign a release document, shall be
19 deemed to have fully released and discharged Defendants Route 66 Post Acute LLC and any
20 parents or subsidiaries, corporations, or affiliates of Defendant, and each of their owners, officers,
21 directors, employees, attorneys, insurers, successors, predecessors, and agents ("Released
22 Parties") from any and all claims that are asserted in the Complaint or that could have been
23 asserted by Plaintiff or any Settlement Class Member based on any of the factual allegations
24 contained in the First Amended Complaint (the "Released Claims"). The Released Claims
25 include those arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
26 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2698 et seq., or any other state statute, rule and/or
27 regulation (Wage Order), or similar causes of action that any Class Member has or might have,

1 known or unknown, of any kind whatsoever, that was alleged or could reasonably have alleged
2 out of the factual allegations in the complaint. In addition, Plaintiff shall be deemed to have fully
3 released and discharged Released Parties as to all known and unknown claims that relate in any
4 way to her employment with Defendant Route 66 Post Acute LLC.

5 5. The Released Claims shall be released as to Defendants and the Released Parties
6 from the period beginning June 8, 2019 through February 22, 2021. Excluded from the Released
7 Claims are unrelated claims, including but not limited to, claims that arise after the date of final
8 approval of the settlement, unemployment, Workers' Compensation, disability, discrimination,
9 and retaliation. In addition, the Participating Class Members, comprised of each member of the
10 Class who has not submitted a valid Opt-Out Request, forever agrees that it, he or she shall
11 neither request nor accept compensation, back pay, liquidated damages, punitive damages,
12 penalties of any nature, attorneys' fees or costs, interest, or any other relief from any other suit,
13 class, representative, or collective action, administrative claim or other claim of any sort or nature
14 whatsoever against the Released Parties, for any period from June 8, 2019, through February 22,
15 2021, relating to the Released Claims on behalf of Class Members. The Class Members agree not
16 to sue or otherwise make a claim against any of the Released Parties that is in any way related to
17 the Released Claims. The Class Members may later discover facts in addition to or different from
18 those they now know or believe to be true with respect to the subject matter of this Release, but
19 the Class Members upon the Effective Date, shall be deemed to have, and by operation of the
20 Final Order shall have, fully, finally, and forever settled and released any all of the claims
21 released pursuant to this Release. It is agreed that because the Class Members are so numerous, it
22 is impossible or impractical to have each Class Member execute the Settlement Agreement. The
23 Notice of Proposed Class Action Settlement will, and has so advised, all Class Members of the
24 binding nature of the releases. Excepting only the Class Members who timely submitted a valid
25 Opt-Out Request, the Notice of Proposed Class Action Settlement shall have the same force and
26 effect as if this Settlement and Agreement were executed by each Class Member with regard to
27 the claims that he or she is releasing pursuant to the Settlement and Agreement.

1 5. The Court finds that the settlement is fair, adequate, and reasonable.

2 6. Defendants Route 66 Post Acute LLC and Does 1-50, (“Defendants”) shall pay
3 \$400,000 in payment for settlement of Class Members’ claims, Enhancement Award for Named
4 Plaintiff Denisha Johnson, Class Counsel’s attorneys fees and costs, the Claims Administrator’s
5 fees and expenses, and PAGA Payment. Defendant shall separately pay its share of employer
6 payroll taxes.

7 7. Class Counsel is awarded \$133,320.00 in attorney fees and \$12,000.00 in costs.

8 8. Plaintiff Denisha Johnson is awarded an enhancement payment of \$7,500.00.

9 9. The claims administrator, CPT Group, Inc. is awarded \$15,000 in costs.

10 10. Payment of \$75,000.00 (75% of \$100,000 PAGA penalty) to the LWDA is
11 approved.

12 11. Without affecting the finality of this Judgment, the Court shall retain continuing
13 jurisdiction over this action and the parties, including all Class Members, and over all matters
14 pertaining to the implementation and enforcement of the terms of the Settlement Agreements
15 pursuant to California Rule of Court 3.769(h). Except as provided to the contrary herein, any
16 disputes or controversies arising with or with respect to the interpretation, enforcement, or
17 implementation of the Settlement Agreement shall be presented to the Court for resolution.

18
19 Dated: 06/24/2021



Malcolm Mackey

JUDGE OF THE SUPERIOR COURT

Malcolm Mackey / Judge

PROOF OF SERVICE

Case No. 20STCV30890

Johnson v. Route 66 Post Acute, LLC

I, NAZO KOULLOUKIAN declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On June 10, 2021, I served the foregoing document described as:

CORRECTED [PROPOSED] FINAL JUDGMENT

- _____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.
- _____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00PM.
- X_____ by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.
- _____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

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

Executed on this June 10, 2021, in Los Angeles, California.



NAZO KOULLOUKIAN

PROOF OF SERVICE

Case No. 20STCV30890

Johnson v. Route 66 Post Acute, LLC

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