

04/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: C. Wilson Deputy

MATERN LAW GROUP, P.C.
MATTHEW J. MATERN (SBN 159798)
MIKAEL H. STAHLE (SBN 182599)
IRINA A. KIRNOSOVA (SBN 312565)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for MYKEISHA DANIELS,
individually, and on behalf of all others
similarly situated

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

MYKEISHA DANIELS, individually, and on
behalf of others similarly aggrieved,

Plaintiff,

vs.

HAWTHORNE HEALTHCARE & WELLNESS
CENTRE, LP, a California limited partnership;
VERNON HEALTHCARE CENTER, LLC, a
California limited partnership; BRIUS
MANAGEMENT CO., a California corporation;
BRIUS, LLC, a California limited partnership;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 20STCV39895

[Assigned for all purposes to:
Hon. Barbara M. Scheper, Department 30]

~~PROPOSED~~ JUDGMENT

Action Filed: October 16, 2020
Trial Date: January 30, 2023

~~**PROPOSED**~~ **JUDGMENT**

1
2 1. In accordance with and for the reasons stated in the Court’s February 7, 2022 Order
3 Granting Plaintiff’s Motion for Approval of PAGA Settlement (“Order”), Judgment shall be entered
4 whereby Plaintiff Mykeisha Daniels (“Plaintiff”) and all other Aggrieved Employee, defined as all
5 current and former non-exempt employees of Defendants Hawthorne Healthcare & Wellness Centre, LP;
6 Vernon Healthcare Center, LLC; Brius Management Co; and Brius, LLC (collectively “Defendants”)
7 shall be deemed to have released their respective Released Claims against the Released Parties and shall
8 take nothing from Defendants, except as expressly set forth in the Order.

9 2. The Court, for purposes of this judgment, adopts all defined terms as set forth in the the
10 Stipulation of Representative Action Settlement (“Stipulation” or “Settlement”) filed in the above-
11 entitled action (“Action”).

12 3. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the Aggrieved
13 Employees, and Defendants. This Judgment shall be binding on all Aggrieved Employees and the Labor
14 and Workforce Development Agency (“LWDA”), who are hereby barred by the doctrine of res judicata
15 from re-litigating the Released Claims, as defined below. (See *Arias v. Superior Court* (2009) 46 Cal.4th
16 969, 986 [holding that a judgment in a representative action brought by an aggrieved employee under
17 PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement
18 agencies and any aggrieved employee not a party to the proceeding].)

19 4. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code
20 section 2699 *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable and furthers
21 PAGA’s objectives. The Court finds that notice of the Settlement has been provided to the California
22 Labor Workforce Development Agency (“LWDA”), as required by Labor Code § 2699(1)(2).

23 5. Within ten (10) calendar days after the Effective Date, Defendants shall provide the
24 Settlement Administrator with the PAGA List of employee information for purposes of mailing the
25 PAGA Notice and Settlement checks to the State of California and Aggrieved Employees.

26 6. “Effective Date” means the latter of: (a) the date upon which the Judgment is entered by
27 the Court; or (b) if an appeal, review or writ is sought from the Judgment, the date upon which all
28

1 appellate and/or other proceedings resulting from the appeal, review of writ have been finally terminated
2 in such a manner as to permit the Judgment to take effect in substantially the form described herein.

3 7. Defendants shall pay the Settlement Fund of one hundred thirty-five thousand dollars
4 (\$135,000.00). The Settlement Administrator shall mail copies of the Settlement Packet, which shall
5 include the Notice and each Aggrieved Employee's respective Individual Settlement Payment, to all
6 Aggrieved Employees via regular First Class U.S. Mail.

7 8. Upon the Effective Date, all Aggrieved Employees will release Defendants and their
8 current or former parents, owners, subsidiaries, and any affiliated or related persons or entities and each
9 of its officers, directors, employees, partners, shareholders, attorneys and agents, and any other
10 predecessors, successors, assigns, or legal representatives (the "Released Parties"), from violations of the
11 California Labor Code which are alleged in the LWDA notices filed by Plaintiff, brought under the
12 Private Attorneys General Act of 2004 (hereinafter referred to as the "Released Claims")

13 9. The Released Claims include all claims under PAGA, including but not limited to claims
14 based on alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3,
15 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 et seq. and the
16 Applicable Wage Orders, which may have arisen during the PAGA Period. The Released Claims shall
17 exclude claims for wrongful termination, discrimination, unemployment insurance, disability, and
18 workers' compensation, and claims outside of the PAGA Period. The Released Claims shall also exclude
19 any claims that cannot be released as a matter of law. The Released Claims may not be brought by any
20 successor, spouse, heir, agent, or other representative.

21 10. In consideration of the Plaintiff's Incentive Award, Plaintiff shall be deemed to have
22 released the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any
23 form whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether
24 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been
25 asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly, indirectly,
26 representatively, derivatively or in any other capacity, against Defendants or any of the other Released
27 Parties, arising at any time prior to entry of the Judgment, including but not limited to those claims raised
28 in the Action, and those arising from or related to Plaintiff's employment with or work for Defendants.

1 This release excludes only the release of claims not permitted by law. Plaintiff also agrees to waive all
2 rights and benefits afforded by Civil Code section 1542.

3 11. Pursuant to the Order, Defendants shall pay the Settlement Fund of \$135,000.00 to the
4 Settlement Administrator within twenty-one (21) days after the Effective Date.

5 12. Pursuant to the Order, Matern Law Group, PC ("MLG") is awarded and shall be paid
6 \$45,000.00 in attorneys' fees to be paid from the Settlement Fund.

7 13. Pursuant to the Order, MLG is awarded and shall be paid \$10,000.00 in expenses from the
8 Settlement Fund.

9 14. Pursuant to the Order, Plaintiff Mykeisha Daniels is awarded and shall be paid an
10 Incentive Award in the amount of \$10,000.00 for her service as PAGA representative from the
11 Settlement Fund.

12 15. Pursuant to the Order, ILYM Group, Inc. shall be paid Settlement Administration costs in
13 the amount not to exceed \$10,000.00 from the Settlement Fund.

14 16. This Judgment is intended to be a final disposition of the Action and is intended to be
15 immediately appealable.

16 17. This Court shall retain jurisdiction with respect to all matters related to the administration
17 and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the
18 subject matter of the Action, including but not limited to all matters related to the Settlement and the
19 determination of all controversies relating thereto.

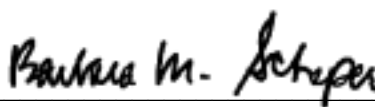
20 18. The Court directs that a judgment be entered in accordance with the terms of the Order.

21 19. The Settlement Administrator shall post notice of this Judgment on its website within
22 seven (7) calendar days of the Court's entry of this Judgment.

23 20. Plaintiffs shall submit a copy of this Judgment to the LWDA within ten (10) calendar days
24 of the Court's entry of this Judgment and shall file a proof of service with the Court.

25 IT IS SO ORDERED.

26 DATED: 04/10/2023

27 
HONORABLE BARBARA M. SCHEPER
28 Judge of the Superior Court

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of eighteen
3 (18) years and not a party to the within action. My business address is 1230 Rosecrans Avenue, Suite 200,
Manhattan Beach, California 90266.

4 On March 15, 2023, I served the document described as:

5 **[PROPOSED] JUDGMENT**



7 **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-
mail addresses listed below. I did not receive, within a reasonable time after the transmission, any
8 electronic message or other indication that the transmission was unsuccessful.

9 Grace Y. Horoupian
ghoroupian@fisherphillips.com
Selwyn Chu
10 schu@fisherphillips.com
FISHER & PHILLIPS LLP
11 2050 Main Street, Suite 1000
Irvine, California 92614
12 Telephone: (949) 851-2424
13 Facsimile: (949) 851-0152

Agent for Service of Defendants
HAWTHORNE HEALTHCARE & WELLNESS
CENTRE, LP, BRIUS MANAGEMENT CO.,
VERNON HEALTHCARE CENTER, LLC, and
BRIUS, LLC

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

16 Executed on March 15, 2023 at Manhattan Beach, California.

17 

18 _____
Hannah Ahn