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FILED
Superior Court of California
County of Los Angeles

10/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

Attorneys for Plaintiff LINDA CAZARES,
Individually and on behalf of all others similarly situated

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

LINDA CAZARES, individually and on behalf
of all others similarly situated,

Case No. 20STCV32292

Plaintiff,

~~PROPOSED~~ AMENDED JUDGMENT

vs.

ENCOMPASS HEALTH REHABILITATION
HOSPITAL OF BAKERSFIELD, LLC;
ENCOMPASS HEALTH CORPORATION; and
DOES 1 through 20, inclusive,

Defendants.

1 This matter came on for hearing on August 8, 2023, upon the Motion for Final Approval of
2 the proposed settlement of this action on the terms set forth in the Amended Joint Stipulation re:
3 Class Action Settlement (the “Settlement” or “Stipulation”), attached as Exhibit A to the
4 Supplemental Declaration of Jonathan M. Lebe. Due and adequate notice having been given to the
5 members of the Class, and having considered the Settlement, all papers and proceedings held herein,
6 and all oral and written comments received regarding the proposed Settlement, and having reviewed
7 the entire record in this action, Case No. 20STCV32292, entitled *Linda Cazares v. Encompass Health*
8 *Rehabilitation Hospital of Bakersfield, LLC, et al.* (the “Action”), and good cause appearing, the
9 Court finds that:

10 WHEREAS, Plaintiff Linda Cazares (“Plaintiff”) has alleged claims against Defendants
11 Encompass Health Rehabilitation Hospital of Bakersfield, LLC and Encompass Health Corporation
12 (together, “Defendants”) on behalf of herself and on behalf of all others similarly situated,
13 comprising: “All persons who have worked for Defendants Encompass Health Rehabilitation
14 Hospital of Bakersfield, LLC and/or Encompass Health Corporation as non-exempt employees in
15 the State of California at any time during the Class Period”; and

16 WHEREAS, Plaintiff asserts putative class and representative claims against Defendants for
17 (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Timely Pay
18 All Earned Wages; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6)
19 Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse All Business
20 Expenses; (8) Failure to Pay All Wages Owed Upon Separation of Employment; (9) Violation of
21 California Business and Professions Code §§ 17200, *et seq.*; and (10) civil penalties under the Labor
22 Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* (“PAGA”); and

23 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
24 alleged in this Action, and further deny any liability whatsoever to Plaintiff or to the Class Members;
25 and

26 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendants
27 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and
28 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

1 WHEREAS, the Parties agreed to resolve the Action and entered into the Stipulation on or
2 about December 21, 2021, which provides for entry of judgment as to the claims asserted in the
3 Action against Defendants on the terms and conditions set forth in the Stipulation, subject to the
4 approval of this Court;

5 WHEREAS, this Court granted preliminary approval of the Parties' Settlement in this Action
6 on or about January 19, 2023 (the "Preliminary Approval Order"); and

7 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
8 the Preliminary Approval Order; and

9 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
10 decision reached;

11 NOW, therefore, the Court grants final approval of the Settlement, and

12 **IT IS HEREBY ADJUDGED AND DECREED THAT:**

13 1. To the extent defined in the Amended Joint Stipulation re: Class Action Settlement,
14 attached as **Exhibit A** to the Supplemental Declaration of Jonathan M. Lebe (filed concurrently
15 herewith) and incorporated herein by reference, the terms in this Judgment shall have the meanings
16 set forth therein.

17 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and the
18 Class.

19 3. The Court has determined that the notice given to the Class fully and accurately
20 informed all persons in the Class of all material elements of the proposed Settlement – including the
21 plan of distribution of the Settlement funds, the application for an enhancement award to the Class
22 Representative, and the application for an award of attorneys' fees and costs to Class Counsel –
23 constituted the best notice practicable under the circumstances, and constituted valid, due, and
24 sufficient notice to all Class Members.

25 4. The Court hereby grants final approval of the Settlement and Stipulation as fair,
26 reasonable, and adequate in all respects to the Class Members and Orders the parties to consummate
27 the Settlement in accordance with the terms of the Stipulation.

28 5. The plan of distribution as set forth in the Stipulation providing for the distribution of

the Net Settlement Amount to Class Members is approved as being fair, reasonable, and adequate.

6. The Class is defined as follows: “All persons who have worked for Defendants Encompass Health Rehabilitation Hospital of Bakersfield, LLC and/or Encompass Health Corporation as non-exempt employees in the State of California at any time during the Class Period.”

7. The Class Period is defined as April 6, 2016 to October 5, 2021.

8. As previously held in the Court’s Preliminary Approval Order, the Court appoints as Class Counsel Jonathan M. Lebe of Lebe Law, APLC, located at 777 S. Alameda Street, Second Floor, Los Angeles, California 90021.

9. The Court approves the payment of attorneys’ fees in the amount of \$205,000.00 to Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

10. The Court approves the payment of attorneys’ costs in the amount of \$12,070.69 to Class Counsel, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

11. The Court approves a payment in the amount of \$18,750.00 to the California Labor & Workforce Development Agency, representing the State of California’s portion of civil penalties under PAGA, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

12. The Court approves the payment of reasonable claims administration costs to the Settlement Administrator, CPT Group, Inc., in the amount of \$11,000, which shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

13. The Court approves an enhancement award to Plaintiff and class representative Linda Cazares the amount of \$5,000.00, which amount shall be paid from, and not in addition to, the Total Class Action Settlement Amount.

14. The Court hereby enters final judgment in this Action in accordance with the terms of the Stipulation; the Order Granting Preliminary Approval of Class Action Settlement filed on January 19, 2023; and this Order, thereby resolving the Action in its entirety. Without affecting the finality of this Final Order and Judgment, the Court reserves exclusive and continuing jurisdiction

over the Action; Plaintiff Linda Cazares; the Class; and Defendants for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the distribution of the Total Class Action Settlement Amount, and the Final Order and Judgment; and (b) hearing and determining the application by Class Counsel for an award of attorneys' fees, costs, and expenses, which hearing shall take place concurrently with the hearing for this Final Order and Judgment.

15. Neither Defendants nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Stipulation.

16. The Parties will bear their own costs and attorneys' fees except as otherwise provided herein.

17. Upon entry of the Final Order and Judgment, and by operation of this Final Order and Judgment, the claims in this Action of each Class Member against Defendants, and against any and all of the Released Parties (as defined in the Stipulation), are fully, finally, and forever released, relinquished, and discharged pursuant to the terms of the Stipulation.

18. By operation of the Final Order and Judgment, all members of the Class are hereby forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by the limited general release against any of the Released Parties (as defined in the Stipulation).

19. By operation of the Final Order and Judgment, the Class Representative is hereby forever barred and enjoined from prosecuting the Released Class Claims and any claims covered by the general release against any of the Released Parties (as defined in the Stipulation).

20. Each member of the Class is bound by the Final Order and Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

21. The Final Order and Judgment and the Stipulation, and all papers related thereto, are not, and shall not be construed to be, an admission by Defendants, or either of them, of any liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in this Action or in any other proceeding.

22. In the event that the Settlement does not become effective in accordance with the

1 terms of the Stipulation, then the Final Order and Judgment shall be rendered null and void to the
2 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such event,
3 all orders entered and releases delivered in connection herewith shall be null and void to the extent
4 provided by and in accordance with the Stipulation, and each party shall retain his, her, or its rights
5 to proceed with litigation of the Action.

6 23. The Court finds that there is no just reason for delay of entry of this the Final Order
7 and Judgment and hereby directs its entry.

8
9 **IT IS SO ADJUDGED AND DECREED.**

10
11 DATED: 10/06/2023



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

Hon. Kenneth R. Freeman
Judge of the Los Angeles County Superior Court
~~Kenneth R. Freeman~~ / Judge