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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 MARCOS ANTONIOS, on behalf of the
16 State of California, as a private attorney
17 general, and as an individual, on behalf
18 of himself and on behalf of all persons
19 similarly situated,

20 Plaintiff,

21 vs.

22 REHABCARE GROUP EAST, LLC., a
23 California Limited Liability Company;
24 and Does 1 through 50, Inclusive,

25 Defendants.

Case No. 21STCV15497

[Consolidated with Case No. 21STCV15647]

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: March 12, 2024

Hearing Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle

Dept: SS-6

Action Filed: April 23, 2021

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on March 15, 2024, the Court entered the Final
3 Approval Order and Judgment in the above entitled action. A true and correct copy of the Final
4 Approval Order and Judgment is attached hereto as Exhibit #1. The Judgment was also served on
5 the LWDA pursuant to the Proof of Service below.

6 Respectfully submitted,

7

8 Dated: March 18, 2024

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiff
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1 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

2 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
3 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
4 Jolla, California 92037.

5 On March 18, 2024, I served the document(s) described as:

6 **1. NOTICE OF ENTRY OF JUDGMENT**

7 XX : (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
8 via electronic mail (via Case Anywhere) to counsel for Defendant at the following e-mail
9 address(es):

10 Krista Cabrera
11 kcabrera@foley.com
12 Kevin Jackson
13 kjackson@foley.com
14 FOLEY & LARDNER LLP
15 11988 El Camino Real, Suite 400
16 San Diego, CA 92130-2594
17 Telephone: 858-847-6700
18 Facsimile: 858-792-6773

19 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
20 Labor Workforce Development Agency via online process at the PAGA Filing website in
21 accordance with the procedure imposed by the LWDA.

22 X (State): I declare under penalty of perjury under the laws of the State of California that the
23 above is true and correct.

24 Executed on March 18, 2024, at La Jolla, California.

25 /s/ Kyle Nordrehaug
26 Kyle Nordrehaug
27
28

**BLUMENTHAL NORDREHAUG BHOWMIK
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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

03/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MARCOS ANTONIOS, on behalf of the State
of California, as a private attorney general, and
as an individual, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

REHABCARE GROUP EAST, LLC., a
California Limited Liability Company; and
Does 1 through 50, Inclusive,

Defendants.

CASE NO.: 21STCV15497
[Consolidated with Case No. 21STCV15647]

**[REVISED PROPOSED] FINAL
APPROVAL ORDER AND JUDGMENT**

Hearing Date: March 12, 2024
Hearing Time: 9:00 a.m.

Judge: Hon. Elihu Berle
Dept: SS-6

Date Filed: April 23, 2021
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Marcos Antonios (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Rehabcare Group East, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the
4 expenses of the Administrator duly came on for hearing on March 12, 2024 before the Honorable
5 Elihu Berle.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Ninety
16 Thousand Dollars (\$490,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On July 19, 2023, the Court granted preliminary approval of the Settlement. At this
25 same time, the Court approved conditional certification of the Class for settlement purposes only.
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1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about November 9, 2023. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was January 8, 2024, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiff and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 431 Participating Class Members will be
8 mailed a settlement payment, representing 100% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members’ claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$163,333 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$22,000 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel’s lodestar
21 and billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
25 Representative Service Payment in the reduced amount of \$7,500 to the Plaintiff is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$11,550 in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$5,000, which shall be allocated \$3,750 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$1,250 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$1,250) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
15 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
16 Period Pay Periods. "Aggrieved Employees" are all all individuals who were employed by
17 Defendant in California who were classified as hourly paid employee at any time during the
18 PAGA Period (December 4, 2019 through November 30, 2020), including those who worked in
19 one or more of the following positions: Physical Therapists, Occupational Therapists, Speech
20 Language Pathologists, Rehab Technicians, Rehab Administrative Assistants, Program Assistants,
21 Rehab Administrative Assistant PRNs, Program Assistant PRNs, Occupational Therapist PRNs,
22 Physical Therapist PRNs, Certified Occupational Therapy Assistants, Physical Therapy Assistants,
23 Program Manager, Program Director 1 RTs, Physical Therapy Assistant PRNs, Certified
24 Occupational Therapy Assistant PRNs, Rehab Technician PRNs, Speech Language Pathologist
25 PRNs, Program Director 1 PTs, Program Direct 1 SLPs, Program Director PRN, Wellness Center
26 Coordinator PRNs, Wellness Center Coordinator Nes, Wellness Program Coordinators, Program
27 Director 1 Ots, Program Director 1 COTAs, RCL PTAs, Rehab Agency Administrator Nes, Rehab
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1 Agency Coordinator Nes, Program Director 3 Rehab Tech, and Program Director 1, and (2)
2 excluding claims for the Class Period for those individuals who worked for Defendant in
3 California during that time and participated in the *Stonehocker* settlement, California Northern
4 District Case No. 4:19-cv-02494-YGR. Pursuant to Labor Code section 2699, subdivision (l)(2),
5 the LWDA was provided notice of the Agreement and these settlement terms and has not indicated
6 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

7 **II.**

8 **ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 15. The Class is certified for the purposes of settlement only. The Class is defined as
11 follows:

12 All individuals who (1) are or previously worked for Defendant Rehabcare Group
13 East LLC in California who were hourly paid employees and who worked at any
14 time during the Class Period, including those who worked in one or more of the
15 following positions: Physical Therapists, Occupational Therapists, Speech
16 Language Pathologists, Rehab Technicians, Rehab Administrative Assistants,
17 Program Assistants, Rehab Administrative Assistant PRNs, Program Assistant
18 PRNs, Occupational Therapist PRNs, Physical Therapist PRNs, Certified
19 Occupational Therapy Assistants, Physical Therapy Assistants, Program Manager,
20 Program Director 1 RTs, Physical Therapy Assistant PRNs, Certified Occupational
21 Therapy Assistant PRNs, Rehab Technician PRNs, Speech Language Pathologist
22 PRNs, Program Director 1 PTs, Program Direct 1 SLPs, Program Director PRN,
Wellness Center Coordinator PRNs, Wellness Center Coordinator Nes, Wellness
Program Coordinators, Program Director 1 Ots, Program Director 1 COTAs, RCL
PTAs, Rehab Agency Administrator Nes, Rehab Agency Coordinator Nes,
Program Director 3 Rehab Tech, and Program Director 1, and (2) excluding claims
for the Class Period for those individuals who worked for Defendant in California
during that time and participated in the *Stonehocker* settlement, California Northern
District Case No. 4:19-cv-02494-YGR.”

23 The “Class Period” is April 26, 2017 through November 30, 2020.

24 16. All persons who meet the foregoing definition are members of the Class, except for
25 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
26 no individuals who requested exclusions.

1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
2 best interest of the Class.

3 18. Class Counsel are awarded attorneys' fees in the amount of \$163,333 and costs in
4 the amount of \$22,000. Class Counsel shall not seek or obtain any other compensation or
5 reimbursement from Defendant, Plaintiff or members of the Class.

6 19. The payment of a Class Representative Service Payment in the amount of \$7,500 to
7 the Plaintiff is approved.

8 20. The payment of \$11,550 to the Administrator for its fees and expenses is approved.

9 21. The PAGA Penalties of \$5,000 is approved and is to be distributed in accordance
10 with the Agreement.

11 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
12 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
13 entry.

14 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
15 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
16 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
17 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
18 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
19 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
20 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
21 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
22 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
23 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
24 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
25 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
26 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
27 Claims and/or Released PAGA Claims.

1 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
2 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
3 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
4 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
5 to individual Class Members.

6 25. If the Agreement does not become final and effective in accordance with the terms
7 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
8 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
9 revert to their respective positions as of before entering into the Agreement, and expressly reserve
10 their respective rights regarding the prosecution and defense of this Action, including all available
11 defenses and affirmative defenses, and arguments that any claim in the Action could not be
12 certified as a class action and/or managed as a representative action.

13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
15 Plaintiffs, and all members of the Class, shall take nothing in the Action.

16 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
17 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
18 supervise and adjudicate any dispute arising from or in connection with the distribution of
19 settlement benefits.

20 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
21 provided in the Agreement and in this Final Approval Order and Judgment.

22 29. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
25 release claims against all Released Parties as follows:

26 (a) All Participating Class Members, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
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1 and assigns, release Released Parties from the Released Class Claims. The “Released Class
2 Claims” are all claims pled or which could have been pled based on the factual allegations
3 contained in the operative complaint which occurred during the Class Period including claims for:
4 (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to
5 provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and
6 permit rest periods, or premium pay for non-compliant rest periods; € failure to issue accurate,
7 itemized wage statements; (f) failure to reimburse business expenses; (h) all claims for unfair
8 business practices that could have been premised on the facts, claims, causes of action or legal
9 theories described above (“Released Class Claims”). Excluded from the Released Class Claims
10 are all other claims, Plaintiff’s individual claims pled in causes of action 9-11 in the Operative
11 Complaint, claims for vested benefits, wrongful termination, unemployment insurance, disability,
12 social security, workers’ compensation, and class claims outside of the Class Period.

13 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
14 of themselves and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
16 The “Released PAGA Claims” are all PAGA claims for civil penalties under California Labor
17 Code Sections 2698, et. seq., predicated on the California Labor Code violations that are asserted
18 in the LWDA Notice for violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7,
19 351, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
20 Title 8, Section 1 1070(14), Violation of Applicable Industrial Welfare Commission Wage
21 Order(s) “Released PAGA Claims”). The Released PAGA Claims exclude all other claims,
22 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
23 social security, workers’ compensation, PAGA claims outside of the PAGA Period, and other
24 PAGA claims not asserted in the PAGA Notice.

25 (c) Plaintiff and his or her respective former and present spouses,
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
27 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
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1 the Class Period, including, but not limited to: (a) all claims that were, or could have been,
2 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that
3 were, or could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's
4 PAGA Notice ("Plaintiff's Release") as fully set forth in the Agreement.

5 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
6 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
7 Administrator shall transmit the funds represented by such checks to the California Controller's
8 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
9 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

10 31. The Court hereby enters judgment in the entire Action as of the filing date of this
11 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
12 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
13 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
14 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

15 32. The hearing for an OSC regarding settlement compliance is set for November 12,
16 2024 at 8:30 a.m. in Department 6, and the compliance report shall be filed no later than
17 November 4, 2024.

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

19
20 Dated: 03/15/2024



Elihu M. Berle

Elihu M. Berle / Judge

HON. ELIHU BERLE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA