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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES**

13 JUNO CHUA, on behalf of himself and on
14 behalf of all persons similarly situated,

15 Plaintiff,

16 vs.

17 BEECAN HEALTH LLC, a California
18 Limited Liability Company; SERRANO POST
19 ACUTE, LLC, a California Limited Liability
20 Company; CORONA POST ACUTE, LLC, a
21 California Limited Liability Company;
22 CALIFORNIA POST ACUTE LLC, a
23 California Limited Liability Company; LA
24 FUENTE CARE POST ACUTE LLC, a
25 California Limited Liability Company;
26 MONROVIA POST ACUTE, LLC, a
27 California Limited Liability Company;
28 ROYAL GARDENS HEALTHCARE, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 21STCV24458

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

Hearing Date: March 5, 2024 _____
Hearing Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff
Dept: SS-7

Date Filed: July 1, 2021
Trial Date: Not set

1 The unopposed motion of Plaintiff Juno Chua (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants Beecan
3 Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, La
4 Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens Healthcare, LLC
5 (“Defendants”), attorneys’ fees and costs, service payment, and the expenses of the Administrator
6 duly came on for hearing on March 5, 2024 before the Honorable Lawrence P. Riff.

7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Sixty-Five
17 Thousand Dollars (\$565,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On October 19, 2023, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

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 28, 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 12, 2024, which for re-mailings was extended by fourteen (14) days.
15 There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to
18 be 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. 1,721 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 \$183,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$18,623.13 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 amount of \$10,000 to the Plaintiff is reasonable in light of
26 the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in
27 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 \$25,500 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 \$10,000, which shall be allocated \$7,500 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 \$2,500 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 (\$2,500) 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 individuals who are or previously were
17 employed by one or more Defendants in California who were classified as non-exempt employees
18 and who worked during the PAGA Period (March 5, 2020 to September 22, 2022). Pursuant to
19 Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
20 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
21 Penalties to be reasonable.

22 **II.**

23 **ORDERS**

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

25 1. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by one or more Defendants in
28 California who were classified as non-exempt employees during the Class Period
(March 5, 2020 through September 22, 2022).

 FINAL APPROVAL ORDER AND JUDGMENT

1
2 2. All persons who meet the foregoing definition are members of the Class, except for
3 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
4 no Class Members who requested exclusion from the Class.

5 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class. Defendants shall fund the Gross Settlement Amount in three
7 installments by transmitting the funds to the Administrator as follows: The first installment of
8 \$165,000, along with the amounts necessary to pay Defendants’ share of payroll taxes applicable
9 this amount, shall be made within thirty (30) days of Preliminary Approval (“First Installment”).
10 The second installment of \$200,000, along with the amounts necessary to pay Defendants’ share
11 of payroll taxes applicable this amount, shall be made eleven (11) months after the First
12 Installment is made (“Second Installment”). The third installment of \$200,000, along with the
13 amounts necessary to pay Defendants’ share of payroll taxes applicable this amount, shall be made
14 twelve (12) months after the Second Installment is made (“Third Installment”). In the event
15 Defendants default on any of the payments set forth in this section, all payments still due and
16 owing on the payment of the Gross Settlement Amount, less any payments received, shall be
17 accelerated and due immediately.

18 4. Class Counsel are awarded attorneys’ fees in the amount of \$183,333 and costs in
19 the amount of \$18,623.13. Class Counsel shall not seek or obtain any other compensation or
20 reimbursement from Defendants, Plaintiff or members of the Class.

21 5. The payment of Class Representative Service Payment in the amount of \$10,000 to
22 the Plaintiff is approved.

23 6. The payment of \$25,500 to the Administrator for its fees and expenses is approved.

24 7. The PAGA Penalties of \$10,000 is approved and is to be distributed in accordance
25 with the Agreement.

26 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
27 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
28 entry.

1 9. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
2 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
3 any wrongdoing by Defendants or that this Action is appropriate for class or representative
4 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
5 the Agreement, nor any document referred to herein, nor any action taken to carry out the
6 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
7 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
8 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
9 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
10 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
11 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
12 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
13 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
14 Released Class Claims and/or Released PAGA Claims.

15 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
17 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
18 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
19 to individual Class Members.

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

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

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

3 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
4 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
5 supervise and adjudicate any dispute arising from or in connection with the distribution of
6 settlement benefits.

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

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

13 (a) All Participating Class Members, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
15 and assigns, release Released Parties from the Released Class Claim. The "Released Class
16 Claims" are all class claims pled or could have been pled based on the factual allegations
17 contained in the Operative Complaint which occurred during the Class Period. Except as expressly
18 set forth in this Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
20 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
21 claims based on facts occurring outside the Class Period.

22 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
23 of themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from all of the Released PAGA
25 Claims. The "Released PAGA Claims" are all PAGA claims pled or could have been pled based
26 on the factual allegations contained in the Operative Complaint and the PAGA Notice sent by
27 Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released
28

1 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
2 wrongful termination, discrimination, unemployment insurance, disability and worker's
3 compensation, and claims outside of the PAGA Period.

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

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

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

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

22
23 Dated: _____

24 _____
25 HON. LAWRENCE P. RIFF
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
27
28