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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA CHONA RODRIGUEZ, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

v.

EL TORO MEDICAL INVESTORS LIMITED PARTNERSHIP, a Limited Partnership; LIFE CARE CENTERS OF AMERICA, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendant.

CASE NO. 8:16-cv-00059 JLS (KESx)

Assigned to: Hon. Josephine L. Stanton

[PROPOSED] ORDER:

- (1) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT;**
- (2) APPROVING CLASS NOTICE AND RELATED MATERIALS;**
- (3) APPOINTING SETTLEMENT ADMINISTRATOR; AND**
- (4) SCHEDULING FINAL APPROVAL HEARING**

1 On December 8, 2017, a hearing was held on the motion of Plaintiff
2 Maria Rodriguez (“Plaintiff”) for preliminary approval of the parties’ proposed
3 settlement (“Settlement”), approval of the notice to be sent to the class about the
4 settlement, and the setting of a date for the hearing on final approval of the
5 settlement. Blumenthal, Nordrehaug & Bhowmik appeared for Plaintiff, and
6 Hanson Bridgett LLP appeared for Defendants El Toro Medical Investors, L.P. and
7 defendant Life Care Centers of America, Inc. (“Defendants”).

8 The Court having read and considered the papers on the motion, the
9 arguments of counsel, and the law, and good cause appearing therefore,

10 **IT IS ORDERED:**

11 1. This Order incorporates the defined terms in the Class Action
12 Settlement Agreement (the “Agreement”) (Declaration of Norman B. Blumenthal
13 [“Blumenthal Decl.”], Exh. #1). Pursuant to the terms of the Agreement, Plaintiff
14 and Participating Class Members will take only that which is stated in the
15 Agreement,

16 2. Pursuant to the Agreement, the following Class is conditionally
17 certified for settlement purposes only: “all individuals who applied for employment
18 with any Released Party (defined below) in the United States who executed a
19 background check disclosure and/or authorization form that included a liability
20 release clause and whose background check report was procured pursuant to such
21 form at any time between January 15, 2014 and the date of preliminary approval
22 (“Class Period”).” “Released Parties” means all Life Care owned, operated, and/or
23 managed facilities, including but not limited to Life Care Centers of America, Inc.,
24 El Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers
25 of America, Inc. dba Mirada Hills Rehabilitation and Convalescent Hospital,
26 Garden Grove Medical Investors Limited Partnership, Vista Medical Investors
27 Limited Partnership, and Escondido Medical Investors Limited Partnership, and
28 their present and former parent companies, present owners, former owners,

1 subsidiaries, related or affiliated companies and entities, shareholders, officers,
2 directors, employees, agents, attorneys, insurers, successors, and assigns, and any
3 individual or entity which could be jointly or severally liable with Defendants, or
4 any of them.

5 3. Pursuant to the terms of the Agreement, upon final approval by the
6 Court, all claims in the First and Second causes of action of the First Amended
7 Complaint will be dismissed in their entirety with prejudice as to all Defendants.

8 4. Pursuant to the Court's Order dated January 25, 2017, and in
9 accordance with the terms of the Agreement, Plaintiff's claims against Defendants
10 as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action of the First
11 Amended Complaint and all allegations related thereto have been dismissed in their
12 entirety, with prejudice, as to all Defendants; and the claims of the Class Members
13 as alleged in the Third, Fourth, Fifth, Sixth and Seventh causes of action in the First
14 Amended Complaint and all allegations related thereto have been dismissed in their
15 entirety, without prejudice, as to all Defendants.

16 5. The parties' Agreement is granted preliminary approval as it meets the
17 criteria for preliminary settlement approval. The Settlement falls within the range
18 of possible approval as fair, adequate and reasonable, and appears to be the product
19 of arm's-length and informed negotiations and to treat all Class Members fairly.
20 Continued litigation would have been expensive for both sides. The parties
21 acknowledge that litigating and trying this action may have resulted in delay of any
22 recovery, involved significant risk as to liability and certification, and led to
23 possible appeals. Class Counsel received the relevant information for the Class.
24 Plaintiff has adequately demonstrated that the agreement to settle did not occur
25 until Class Counsel possessed sufficient information to evaluate the case and make
26 an informed decision about settlement.

27 6. The parties' proposed notice plan is constitutionally sound because
28 individual notices will be mailed to all class members whose identities are known

1 to the parties, and such notice is the best notice practicable. The parties' proposed
2 Notice of Proposed Settlement of Class Action and Hearing Date for Final Court
3 Approval ("Class Notice") attached to the Agreement as Exhibit A, sufficiently
4 informs Class Members of the terms of the Settlement, their rights under the
5 Settlement, their rights to object to the settlement, their right to receive an
6 Settlement Share or elect not to participate in the Settlement, and the processes for
7 doing so, and the date and location of the final approval hearing, and therefore is
8 approved.

9 7. Any Class Member who does not submit a valid request for exclusion
10 will receive a Settlement Share based upon the allocation formula in the
11 Agreement.

12 8. Any Class Member who wishes to comment on or object to the
13 Settlement, the attorneys' fees and costs, and/or the proposed Class Representative
14 Service Payments, or who elects not to participate in the Settlement has until 45
15 days after the mailing of the Class Notice to submit his or her comment, objection,
16 or request for exclusion in Settlement pursuant to the procedures set forth in the
17 Class Notice. Class Counsel must file their application for the attorneys' fees and
18 costs no later than 14 days prior to the end of the objection period, and the
19 application will be heard at the Final Approval Hearing

20 9. KCC Class Action Services is appointed to act as the Settlement
21 Administrator, pursuant to the terms set forth in the Settlement. Blumenthal,
22 Nordrehaug & Bhowmik are approved as Class Counsel and Maria Rodriguez is
23 approved as the representative of the Class.

24 10. Defendant is directed to provide the Settlement Administrator with the
25 Class Members' Class Data as specified by the Agreement no later than 15 days
26 after the date of entry of this order. Pursuant to the terms set forth in the
27 Agreement, the Class Data, its contents and any files containing Class Data shall
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1 remain strictly confidential for the Settlement Administrator's eyes only, not to be
2 disclosed to Plaintiff or to Class Counsel or to any Class Member.

3 11. The Class Notice attached as Exhibit A to the Agreement is approved.
4 The Settlement Administrator is directed to mail the approved Class Notice by first-
5 class mail to the Class Members no later than 15 days after receipt of the Class
6 Data.

7 12. The Notice of Settlement Share and Release of Claims attached as
8 Exhibit D to the Agreement is approved. Pursuant to the terms of the Agreement,
9 the Settlement Administrator is directed to include such Notice with each settlement
10 payment to each Class Member.

11 13. A final hearing will be held on _____, at _____, to
12 determine whether the Settlement should be granted final approval as fair,
13 reasonable, and adequate as to the Class Members. The Court will hear all
14 evidence and argument necessary to evaluate the Settlement, and will consider the
15 request for approval of attorneys' fees and costs and for approval of the Class
16 Representative Service Payment. Class Members and their counsel may support or
17 oppose the Settlement and the motion for an award of attorneys' fees and costs and
18 the Class Representative Service Payment, if they so desire, as set forth in the Class
19 Notice.

20 14. Any Class Member may appear at the final approval hearing in person
21 or by his or her own attorney, and show cause why the Court should not approve
22 the Settlement, or object to the motion for an award of attorneys' fees and costs and
23 the Service Awards. For any written comments or objections to be considered at
24 the hearing, the Class Member must file comments with the Clerk of Court and
25 serve on all counsel and describe the nature of the Class Member's comments,
26 support or objection. Written comments or objections to the Settlement or to the
27 attorneys' fees and costs must be filed with the Court and served on counsel not
28 later than 45 days after mailing of the Class Notice.

15. The Court reserves the right to continue the date of the final approval hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

DATED: _____

HON. JOSEPHINE L. STANTON
U.S. DISTRICT COURT JUDGE