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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 FINAL APPROVAL TO CLASS ACTION SETTLEMENT; AND**
- (2) ENTERING FINAL JUDGMENT**

1 On June 22, 2018, a hearing was held on the motion of Plaintiff Maria
2 Rodriguez (“Plaintiff”) for final approval of the class settlement (the “Settlement”)
3 and payments to the Class, the Plaintiff, Class Counsel, and the Settlement
4 Administrator. Blumenthal, Nordrehaug & Bhowmik appeared for Plaintiff; and
5 Hanson Bridgett LLP appeared for Defendants El Toro Medical Investors, L.P. and
6 defendant Life Care Centers of America, Inc. (“Defendants”).

7 The Parties have submitted their Settlement, which this Court
8 preliminarily approved by its December 6, 2017 order (Docket No. 87) (the
9 “Preliminary Approval Order”). In accordance with the Preliminary Approval
10 Order, Class Members have been given notice of the terms of the Settlement and
11 the opportunity to comment on or object to it or to exclude themselves from its
12 provisions.

13 Having received and considered the Settlement, the supporting papers
14 filed by the Parties, and the evidence and argument received by the Court before
15 entering the Preliminary Approval Order and at the final approval hearing, the
16 Court grants final approval of the Settlement, enters this Final Approval Order, and
17 HEREBY ORDERS and MAKES DETERMINATIONS as follows:

18 1. Except as otherwise specified herein, the Court for purposes of this
19 Final Approval Order adopts all defined terms set forth in the Class Action
20 Settlement Agreement (“Agreement”).

21 2. The Court has jurisdiction over this Action and the Settlement pursuant
22 to 28 U.S.C. section 1331.

23 3. For settlement purposes only, the Court grants conditional certification
24 of the Class defined as: “all individuals who applied for employment with any
25 Released Party (defined below) in the United States who executed a background
26 check disclosure and/or authorization form that included a liability release clause
27 and whose background check report was procured pursuant to such form at any
28 time between January 15, 2014 and the date of preliminary approval (“Class

1 Period”).” “Released Parties” means all Life Care owned, operated, and/or
2 managed facilities, including but not limited to Life Care Centers of America, Inc.,
3 EI Toro Medical Investors, L.P. dba Lake Forest Nursing Center, Life Care Centers
4 of America, Inc. dba Mirada Hills Rehabilitation and Convalescent Hospital,
5 Garden Grove Medical Investors Limited Partnership, Vista Medical Investors
6 Limited Partnership, and Escondido Medical Investors Limited Partnership, and
7 their present and former parent companies, present owners, former owners,
8 subsidiaries, related or affiliated companies and entities, shareholders, officers,
9 directors, employees, agents, attorneys, insurers, successors, and assigns, and any
10 individual or entity which could be jointly or severally liable with Defendants, or
11 any of them.

12 4. Pursuant to the Preliminary Approval Order, the Notice of Proposed
13 Settlement of Class Action and Hearing Date for Final Court Approval (“Class
14 Notice”) was sent to each class member by first-class mail. The Class Notice
15 informed Class Members of the terms of the Settlement, their right to receive a
16 Settlement Share, their right to comment on or object to the Settlement and/or the
17 attorneys’ fees and costs, their right to elect not to participate in the Settlement and
18 pursue their own remedies, and their right to appear in person or by counsel at the
19 final approval hearing and be heard regarding approval of the Settlement. Adequate
20 periods of time were provided by each of these procedures.

21 5. The Court finds and determines that this notice procedure afforded
22 adequate protections to Class Members and provides the basis for the Court to
23 make an informed decision regarding approval of the settlement based on the
24 responses of Class Members. The Court finds and determines that the notice
25 provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 6. No Class Members filed written objections to the proposed settlement
28 as part of this notice process.

1 7. For the reasons stated in the Preliminary Approval Order, the Court
2 finds and determines that the terms of the Settlement are fair, reasonable and
3 adequate to the Class and to each Class Member and that the Participating Class
4 Members will be bound by the Settlement, that the Settlement is ordered finally
5 approved, and that all terms and provisions of the Settlement should be and hereby
6 are ordered to be consummated.

7 8. The Court finds and determines that the all-inclusive Gross Settlement
8 Amount and the Settlement Shares to be paid to the Participating Class Members as
9 provided for by the Settlement are fair and reasonable. The Court hereby grants
10 final approval to and orders the payment of those amounts be distributed to the
11 Participating Class Members out of the Net Settlement Amount in accordance with
12 the Agreement. Pursuant to the terms of the Agreement, the Settlement
13 Administrator is directed to include with each settlement payment to each Class
14 Member a Notice of Settlement Share and Release of Claims, attached as Exhibit D
15 to the Agreement and as approved by the Preliminary Approval Order.

16 9. The Court finds and determines that the fees and expenses of KCC
17 Class Action Services in administering the settlement, in the amount of \$22,450
18 (not to exceed \$25,000), are fair and reasonable. The Court hereby grants final
19 approval to and orders that the payment of that amount be paid out of the Gross
20 Settlement Amount in accordance with the Agreement.

21 10. The Court finds and determines that the request by Plaintiff and Class
22 Counsel to the Class Representative Service Payment and the attorneys' fees and
23 costs pursuant to the Agreement are fair and reasonable. The Court hereby grants
24 final approval to and orders that the payment of the amounts of \$10,000 for the
25 Class Representative Service Payment (not to exceed \$10,000), \$225,000 for
26 attorneys' fees to Class Counsel (not to exceed \$225,000), and \$19,167.03 for
27 reimbursement of costs (not to exceed \$20,000) be paid out of the Gross Settlement
28 Amount in accordance with the Settlement.

1 11. Upon entry of final judgment, as specified in the Agreement, Plaintiff
2 and all Participating Class Members and their respective heirs, beneficiaries,
3 devisees, executors, administrators, trustees, conservators, guardians, personal
4 representatives, successors-in-interest, and assigns, will forever and completely
5 release and discharge Defendants and the Released Parties from any and all claims,
6 charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs,
7 expenses, attorneys' fees, penalties, interest, damages (including but not limited to
8 actual damages, statutory damages, and punitive damages), restitution, injunctive
9 relief, declaratory relief and remedies of any other type during the Class Period
10 through the date of Preliminary Approval that were or could have been asserted in
11 this Action based on any facts, conduct, circumstances, transactions, events,
12 policies, procedures, occurrences, acts, disclosures, statements, omissions or
13 failures to act that are pled or that arise out of or are related to the facts, conduct,
14 circumstances, transactions, events, policies, procedures, occurrences, acts,
15 disclosures, statements, omissions or failures to act, which are asserted or which
16 could have been asserted in the First and Second causes of action of the Complaint
17 and First Amended Complaint, including any and all claims that Plaintiff and the
18 Participating Class Members have arising out of or relating directly or indirectly in
19 any manner whatsoever to the facts alleged or which could have been alleged or
20 asserted in the Complaint and First Amended Complaint relating to the First and
21 Second causes of action, including but not limited to any and all claims under 15
22 U.S.C. § 1681b(b) of the Fair Credit Reporting Act for actual damages, statutory
23 damages, punitive damages, injunctive relief, declaratory relief and attorneys' fees,
24 and any similar, analogous or tangential state law claims ("Released Claims").

25 12. Pursuant to the terms of the Agreement, Plaintiff makes the additional
26 following general release of any and all claims, known or unknown,
27 suspected or unsuspected, that she had, now has, or may hereafter claim to
28 have against Defendants and any of the Released Parties up to and

1 including the date of Preliminary Approval of this Settlement. Plaintiff
2 hereby fully and finally releases Released Parties including Defendants,
3 from any and all claims, complaints, liens, demands, rights, liabilities,
4 debts, obligations, guarantees, costs, expenses, attorneys' fees, penalties,
5 interest, damages (including but not limited to actual damages, statutory
6 damages, or punitive damages), restitution, injunctive relief, declaratory
7 relief, remedies and causes of action of every type, nature and description
8 whatsoever, known or unknown, suspected or unsuspected, asserted or
9 that might have been asserted, which she had, now has, or may hereafter
10 claim to have against Defendants or any of the Released Parties up to and
11 including the date of Preliminary Approval. Plaintiff's released claims
12 include, without limitation, any claim, complaint or cause of action
13 whether sounding in tort, contract, or for violation of any local, state, or
14 federal statute, rule, regulation, ordinance or common law including but
15 not limited to those claims raised in the Action and/or that could have
16 been raised in the Action, and those arising out of, relating to, or in
17 connection with her employment at and/or separation from Life Care
18 Center of Lake Forest, including but not limited to any act or omission by
19 or on the part of any Defendant or any of the Released Parties
20 ("Plaintiff's Released Claims"). Plaintiff's Released Claims include,
21 without limitation, all claims arising from or dependent on the California
22 Labor Code, including but not limited to the Private Attorneys General
23 Act; the wage orders of the California Industrial Welfare Commission;
24 California Business and Professions Code section 17200 et seq.; the
25 Third, Fourth, Fifth, Sixth and Seventh causes of action as alleged in the
26 First Amended Complaint and all allegations related thereto; the
27 California Fair Employment and Housing Act, Cal. Gov't Code section
28 12900 et seq.; the California common law of contract and tort; Title VII of

1 the Civil Rights Act of 1964; the Americans with Disabilities Act, 42
2 U.S.C. § 12101 et seq.; the Family Medical Leave Act, the California
3 Family Rights Act, ERISA; the Fair Labor Standards Act and the Portal to
4 Portal Act, which have accrued up to and including the date of
5 preliminary approval of this Settlement. This release excludes only the
6 release of claims not permitted as a matter of law, including but not
7 limited to claims for workers' compensation insurance benefits, and
8 claims based on facts that occur after the date of Preliminary Approval.

9 13. Nothing in this order shall preclude any action to enforce the Parties'
10 obligations under the Settlement or under this order, including the requirement that
11 Defendant make payment in accordance with the Agreement.

12 14. If, for any reason, the Settlement ultimately does not become Final (as
13 defined by the Settlement), this Final Approval Order will be vacated; the Parties
14 will return to their respective positions in this action as those positions existed
15 immediately before the Parties executed the Agreement; and nothing stated in the
16 Agreement or any other papers filed with this Court in connection with the
17 Settlement will be deemed an admission of any kind by any of the Parties or used as
18 evidence against, or over the objection of, any of the Parties for any purpose in this
19 action or in any other action.

20 15. The Parties entered into the Settlement solely for the purpose of
21 compromising and settling disputed claims. Defendants in no way admit any
22 violation of law or any liability whatsoever to Plaintiff and the Class, individually
23 or collectively, all such liability being expressly denied by Defendants.

24 16. By means of this Final Approval Order, this Court hereby enters final
25 judgment in this action, as defined in Rule 58(a)(1), Federal Rules of Civil
26 Procedure.

27 17. Without affecting the finality of this Final Approval Order in any way,
28 the Court retains jurisdiction of all matters relating to the interpretation,

1 administration, implementation, effectuation and enforcement of this order and the
2 Settlement.

3 18. The Parties are hereby ordered to comply with the terms of the
4 Agreement.

5 19. All claims in the First and Second causes of action of the First
6 Amended Complaint are dismissed in their entirety with prejudice as to all
7 Defendants.

8 20. Plaintiff's claims against Defendants as alleged in the Third, Fourth,
9 Fifth, Sixth and Seventh causes of action of the First Amended Complaint and all
10 allegations related thereto are dismissed in their entirety, with prejudice, as to all
11 Defendants.

12 21. The claims of the Class Members as alleged in the Third, Fourth,
13 Fifth, Sixth and Seventh causes of action in the First Amended Complaint and all
14 allegations related thereto are dismissed in their entirety, without prejudice, as to all
15 Defendants.

16 22. Each side will bear its own costs and attorneys' fees except as
17 provided by the Settlement and this Final Approval Order.

18 DATED: _____

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21 HON. JOSPEHINE L. STANTON
22 U.S. DISTRICT COURT JUDGE
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