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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

NOV 26 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

NEVINE GIRGIS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LIFE GENERATIONS HEALTHCARE LLC;
GHC OF AUBURN, LLC d.b.a. SIENA
SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
CANOGA PARK, LLC d.b.a. CANYON OAKS
NURSING AND REHABILITATION
CENTER; GHC OF CONTRA COSTA, LLC
d.b.a. BAYBERRY SKILLED NURSING AND
HEALTHCARE CENTER; GHC OF DALY
CITY 102, LLC d.b.a. ST. FRANCIS HEIGHTS
CONVALESCENT HOSPITAL; GHC OF
DALY CITY 239, LLC d.b.a. ST. FRANCIS
CONVALESCENT PAVILION; GHC OF EL
CAJON, LLC d.b.a. BRADLEY COURT; GHC
OF HENDERSON, LLC d.b.a. HORIZON
RIDGE SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
KEARNY MESA, LLC d.b.a. KEARNY MESA
CONVALESCENT AND NURSING HOME;
GHC OF LA MESA, LLC d.b.a. ARBOR
HILLS NURSING CENTER; GHC OF

Case No.: 30-2022-01284746-CU-OE-CXC

*[Assigned for all purposes to Hon. William
Claster in Dept. CX101]*

**AMENDED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: November 22, 2024
Time: 9:00 a.m.
Dept.: CX101

Action Filed: October 6, 2022
Trial Date: None Set

1 LAKESIDE, LLC d.b.a. LAKESIDE SPECIAL
2 CARE CENTER; GHC OF LAKEVIEW
3 TERRACE, LLC d.b.a. LAKEVIEW TERRACE
4 SPECIAL CARE CENTER; GHC OF
5 LOMPOC, LLC d.b.a. LOMPOC SKILLED
6 NURSING AND REHABILITATION
7 CENTER; GHC OF LOS GATOS, LLC d.b.a.
8 PLUM TREE CARE CENTER; GHC OF
9 MODESTO, LLC d.b.a. ENGLISH OAKS
10 CONVALESCENT AND REHABILITATION
11 HOSPITAL; GHC OF NATIONAL CITY I,
12 LLC d.b.a. FRIENDSHIP MANOR NURSING
13 AND REHABILITATION CENTER; GHC OF
14 NATIONAL CITY II, LLC d.b.a. CASTLE
15 MANOR NURSING AND REHABILITATION
16 CENTER; GHC OF NEWPORT BEACH, LLC
17 d.b.a. NEWPORT NURSING AND
18 REHABILITATION CENTER; GHC OF
19 PLEASANTON, LLC d.b.a. PLEASANTON
20 NURSING AND REHABILITATION
21 CENTER; GHC OF SAC-RCFE, LLC d.b.a.
22 GRAMERCY COURT ASSISTED LIVING;
23 GHC OF SAC-SNF, LLC d.b.a. GRAMERCY
24 COURT SKILLED NURSING AND
25 REHABILITATION CENTER; GHC OF SAN
26 FRAN 180, LLC d.b.a. CITY VIEW POST
27 ACUTE; GHC OF SAN FRAN 68, LLC d.b.a.
28 LAWTON SKILLED NURSING AND
REHABILITATION CENTER; GHC OF SAN
JOSE, LLC d.b.a. VISTA MANOR NURSING
CENTER; GHC OF SAN RAFAEL, LLC d.b.a.
SMITH RANCH SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
SANTEE, LLC d.b.a. STANFORD COURT
SKILLED NURSING AND
REHABILITATION CENTER; GHC OF
SUNNYVALE, LLC d.b.a. CEDAR CREST
NURSING AND REHABILITATION
CENTER; GHC OF TEM-RCFE, LLC d.b.a.
TEMECULA MEMORY CARE; GHC OF
TEM-SNF, LLC d.b.a. TEMECULA
HEALTHCARE CENTER; GHC OF UPLAND
RCFE, LLC d.b.a. HERITAGE COURT
ASSISTED LIVING; GHC OF UPLAND SNF,
LLC d.b.a. HERITAGE PARK NURSING
CENTER; GHC OF WALNUT CREEK, LLC
d.b.a. WALNUT CREEK SKILLED NURSING
AND REHABILITATION CENTER; GHC OF

1 SACRAMENTO, LLC; GHC OF NORTH-
2 MASTER, LLC; GHC of MASTER ANB-
3 FRESNO, LLC; GHC OF EL C-RCFE, LLC;
4 GHC of Fresno, LLC; GHC OF BLUE OAKS,
5 LLC; GHC OF ANBERRY, LLC; GHC OF
6 SAN JOSE NOTE, LLC; GHC OF STRIVE,
7 LLC; GHC OF TEMECULA, LLC; GHC OF
8 UPLAND DEMENTIA, LLC; California
9 Limited Liability Companies; and DOES 1
10 through 100,

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Defendants.

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4. Notice was provided to Class Members as set forth in the Settlement, which was approved by the Court on July 2, 2024, and the notice process has been completed in conformity with the Settlement and the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the

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1 proceedings and matters set forth therein, informed Settlement Class members of their rights, and
2 fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule
3 of Court 3.769, and due process.

4 5. The Court finds that no Class Members objected to the Settlement, that only twelve
5 Class Members, Faith L. Cerda, Maria C. Hernandez Rauda, Mary Cherry Rose Rivera-Cruz,
6 Pedro Gutierrez, Eri Matsushita, Alexander J. Gonzalez, Chantel M. Gonzalez, Nina M. Haren,
7 Marie Sd. Pascual, Kawalpreet Shergill, Anthony L. Laurio, and Marilyn R. Miller, opted out of
8 the Settlement, and that the 99.83% participation rate in the Settlement supports final approval.

9 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
10 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
11 terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
15 community of interest among members of the Settlement Class with respect to the subject matter
16 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
17 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
18 interests of the Class Members; (e) a class action is superior to other available methods for an
19 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
20 for the Class Representative and the Settlement Class.

21 8. The Court finds that given the absence of objections to the Settlement, and
22 objections being a prerequisite to appeal, that this Order shall be considered final as of the date it
23 is signed by this Court.

24 9. The Court orders that within seven (7) business days of the Effective Date, defined
25 in the Settlement Agreement as sixty-one (61) days after service of notice of entry of this Order,
26 if no appeal, review, or writ has been filed, Defendant Life Generations Healthcare LLC
27 ("Defendant") shall deposit the Gross Settlement Amount of \$1,800,000.00 with the Settlement
28 Administrator, Apex Class Action LLC.

1 10. The Court finds that the Settlement Awards, as provided for in the Settlement, are
2 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 Settlement Awards in conformity with the terms of the Settlement.

4 11. The Court finds that an enhancement payment in the amount of \$5,000.00 to
5 Plaintiff Nevine Girgis is appropriate for her risks undertaken and her service to the Settlement
6 Class. The Court finds that this Enhancement Payment is fair, reasonable, and adequate, and
7 orders that the Settlement Administrator make this payment in conformity with the terms of the
8 Settlement.

9 12. The Court finds that attorneys' fees in the amount of \$540,000.00, and actual
10 litigation costs of \$22,803.00 for Class Counsel, are fair, reasonable, and adequate, and orders
11 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
12 the terms of the Settlement.

13 13. The Court orders that the Settlement Administrator, Apex Class Action LLC, shall
14 be paid \$45,000.00 from the Gross Settlement Amount for all of its work done and to be done
15 until the completion of this matter, and finds that sum appropriate.

16 14. The Court finds that the payment to the California Labor & Workforce
17 Development Agency ("LWDA") in the amount of \$56,250.00 for its share of the settlement of
18 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement.

21 15. Any settlement funds that remain uncashed after 180 days after they are mailed
22 shall escheat to the State Controller to be deposited in the Unclaimed Property Fund for the benefit
23 of the Settlement Class member whose check was not cashed.

24 16. The Settlement is not an admission by Defendant, nor is this Order a finding of the
25 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
26 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be
27 construed or deemed an admission of liability, culpability, or wrongdoing on the part of
28 Defendant.

1 17. The Court finds and determines that upon satisfaction of all obligations under the
2 Settlement and this Order and Judgment, all Class Members, except Faith L. Cerda, Maria C.
3 Hernandez Rauda, Mary Cherry Rose Rivera-Cruz, Pedro Gutierrez, Eri Matsushita, Alexander
4 J. Gonzalez, Chantel M. Gonzalez, Nina M. Haren, Marie Sd. Pascual, Kawalpreet Shergill,
5 Anthony L. Laurio, and Marilyn R. Miller, who timely submitted Requests for Exclusion, are
6 bound by the Settlement, have released their claims as set forth in the Settlement, and are
7 permanently barred from prosecuting against Defendant any individual or class claims released
8 pursuant to the Settlement.

9 18. This document shall constitute a final judgment pursuant to California Rule of
10 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
11 approval hearing, the court must make and enter judgment. The judgment must include a
12 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
13 judgment. The court may not enter an order dismissing the action at the same time as, or after,
14 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
15 Approval Order and Judgment.

16 19. Plaintiff shall submit a final report of disbursement by July 31, 2025 setting forth
17 the actual amounts paid to Settlement Class members and other amounts disbursed pursuant to
18 the settlement.

19
20 **IT IS SO ORDERED.**

21
22 Dated: _____

11/26/24



Honorable William D. Claster
Judge of the Superior Court