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8 Attorneys for Plaintiff ANAYLA THOMAS

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

NOV 19 2020

S. Salazar *LS*

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF RIVERSIDE**

11 ANAYLA THOMAS, on behalf of herself
12 and all current and former aggrieved
13 employees,

14 Plaintiffs,

15 vs.

16 CALIFORNIAN-MAGNOLIA
17 CONVALESCENT HOSPITAL, INC., a
18 California corporation and dba MAGNOLIA
19 REHABILITATION AND NURSING
20 CENTER, LARRY J. MAYS, an individual,
21 VERONICA S. MAYS, an individual,
22 KIMBERLY S. RICHARDS, an individual,
23 and DOES 1-50, Inclusive,

24 Defendants.

CASE NO. RIC1901197

Assigned for All Purposes To:
Hon. Sunshine S. Sykes
Dept. 6

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 The Court, having read the papers filed regarding Plaintiff's renewed Motion for
2 Preliminary Approval of Class Action Settlement, and having heard argument regarding the
3 Motion on September 21, 2020, hereby finds and ORDERS as follows:

4 1. The Joint Stipulation of Class Action Settlement and Release ("Joint Settlement")
5 attached as Exhibit 1 to the Declaration of Zachary M. Crosner in support of Plaintiff's
6 unopposed Motion for Preliminary Approval of Class Action Settlement, filed on or about March
7 13, 2020, as amended, is within the range of possible recovery and, subject to further
8 consideration at the Final Approval Hearing described below, is preliminarily approved as fair,
9 reasonable, and adequate;

10 2 For purposes of settlement only, the Court provisionally and conditionally certifies
11 the following class: All individuals employed by defendant Californian-Magnolia Convalescent
12 Hospital, Inc. dba Magnolia Rehabilitation and Nursing Center ("Magnolia") as a non-exempt
13 employee in the State of California at any time from January 30, 2015 through January 2, 2020,
14 inclusive.

15 3. The Court finds the Settlement Class, consisting of approximately 777 members, is
16 so numerous that joinder of all members is impracticable, and that the Settlement Class is
17 ascertainable by reference to the business records of defendant Magnolia.

18 4. The Court finds further there are questions of law and fact common to the entire
19 Settlement Class, which common questions predominate over any individualized questions of law
20 or fact. These common questions include, without limitation: (1) whether Magnolia paid
21 Settlement Class Members for all hours worked, (2) whether Magnolia provided Settlement Class
22 Members with all required meal and rest periods, and (3) whether Magnolia provided Settlement
23 Class Members with proper itemized wage statements.

24 5. The Court finds further the claims of named Plaintiff Anayla Thomas are typical of
25 the claims of the Settlement Class, and that she will fairly and adequately protect the interests of
26 the Settlement Class. Accordingly, the Court appoints Anayla Thomas as the Class
27 Representative, and appoints her counsel of record, Zachary M. Crosner, Michael Crosner, and J.
28 Kirk Donnelly and Crosner Legal, P.C., as Class Counsel.

1 6. The Court finds further that certification of the Settlement Class is superior to
2 other available means for the fair and efficient adjudication of the controversy.

3 7. The Court finds further that, in the present case, the proposed method of providing
4 notice of the Settlement to the Settlement Class via First Class U.S. Mail to each Settlement Class
5 Member's last known address, is reasonably calculated to notify the Settlement Class Members of
6 the proposed Settlement and provides the best notice possible under the circumstances. The
7 Court also finds the Notice of Class Action Settlement form, a copy of which is attached hereto as
8 Exhibit A, is sufficient to inform the Settlement Class Members of the terms of the Settlement
9 and their rights thereunder, including the right to object to the Settlement or any part thereof and
10 the procedure for doing so, their right to exclude themselves from the Settlement and the
11 procedure for doing so, their right to obtain a portion of the Settlement proceeds, and the date,
12 time and location of the Final Approval Hearing. The proposed Notice of Class Action
13 Settlement (Exhibit A hereto), the proposed opt out form (Exhibit B hereto), the proposed
14 objection form (Exhibit C hereto), and the procedure for providing Notice set forth in the Joint
15 Stipulation, are approved by the Court.

16 8. Under the terms of the Joint Stipulation, the Court approves the Parties' selection
17 of Phoenix Settlement Administrators as the Settlement Administrator. The Settlement
18 Administrator is ordered to mail the Class Notice to the Settlement Class Members via First-Class
19 U.S. Mail as specified in the Joint Stipulation, and to otherwise carry out all other duties set forth
20 in the Joint Stipulation. The Parties are ordered to carry out and comply with all terms of this
21 Order and the Joint Stipulation, and particularly with respect to providing the Settlement
22 Administrator all information necessary to perform its duties under the Joint Stipulation.

23 9. Any member of the Settlement Class who wishes to comment on or object to the
24 Settlement or any term thereof, including any proposed award of attorney's fees and costs to
25 Class Counsel or any proposed representative enhancement to the Class Representative, shall
26 have forty-five (45) days from the mailing of the Class Notice to submit his or her comments
27 and/or objection to the Settlement Administrator, as set forth in the Joint Stipulation and Class
28 Notice.

1 10. A Final Approval Hearing is hereby set for April 5, 2021, at 8:30 a.m. in
2 Department 6 of the Riverside County Superior Court, to consider any objections to the
3 Settlement, determine if the proposed Settlement should be found fair, adequate and reasonable
4 and given full and final approval by the Court, and to determine the amount of attorney's fees and
5 costs awarded to Class Counsel, the amount of any representative enhancement award to the Class
6 Representative, and to approve the fees and costs payable to the Settlement Administrator. All
7 legal memoranda, affidavits, declarations, or other evidence in support of the request for final
8 approval, the award of attorney's fees and costs to Class Counsel, the enhancement award to the
9 Class Representative, and the fees and costs of the Settlement Administrator, shall be filed no later
10 than sixteen (16) court days prior to the Final Approval Hearing. The Court reserves the right to
11 continue the Final Approval Hearing without further notice to the Settlement Class Members.

12 11. Provided he or she has not submitted a timely and valid Request for Exclusion, any
13 Settlement Class Member may appear, personally or through his or her own counsel, and be heard
14 at the Final Approval Hearing regardless of whether he or she has submitted a written objection.

15
16
17 Dated: 11/16, 2020

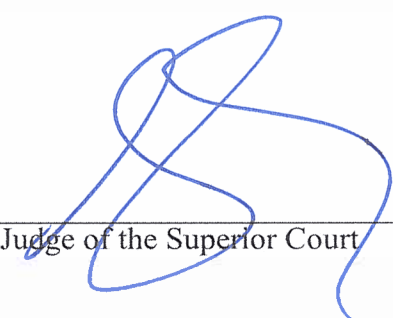
18 
19 _____
20 Judge of the Superior Court
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Exhibit "A"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

**IF YOU WORKED AS AN HOURLY EMPLOYEE FOR
CALIFORNIAN-MAGNOLIA CONVALESCENT HOSPITAL, INC.
DBA MAGNOLIA REHABILITATION AND NURSING CENTER
("MAGNOLIA"), YOU MAY OBTAIN PAYMENTS FROM A
SETTLEMENT REACHED IN A PROPOSED CLASS ACTION
LAWSUIT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

This Notice is court approved. This is not a solicitation from an attorney.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	Receive compensation but lose rights to sue separately. If you do nothing, you will receive compensation for your claims alleged in this lawsuit. You will also give up your rights to ever sue Magnolia about any of the claims in this case.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Get no compensation but keep rights to sue separately. If you ask exclude yourself from the settlement you will not receive any compensation from the settlement, but you will keep your rights to file a separate claim. Please be advised, however, that the time limits for filing a separate claim may have expired.
OBJECT OR COMMENT	Tell the Court why you like or don't like the settlement. You may write to the Court, or you may appear personally or through your own attorney and your own expense, and tell the Court about why you do or do not like the settlement. You must remain a part of the lawsuit to comment or object to the settlement, and you cannot object if you also ask to be excluded.
These rights and options – and the time deadlines for exercising them – are explained further in this Notice.	

Any Questions? Call [Settlement Admin Toll Free Ph. #]

1. WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit *Thomas v. Californian-Magnolia Convalescent Hospital, Inc. dba Magnolia Rehabilitation and Nursing Center*, filed on or about January 30, 2019 in the Superior Court of California, in and for the County of Riverside, Case Number RIC1901197 (the "Lawsuit"). This Notice is being sent to you by the order of the Riverside County Superior Court, which preliminarily approved the settlement and conditionally certified the Settlement Class on _____.

This Notice informs you of the terms of the proposed settlement, describes your rights and options in connection with the settlement, and explains what steps you may take to participate in, object to, or exclude yourself from, the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound by the terms of the settlement and any final judgment.**

2. WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was filed by Plaintiff Anayla Thomas ("Plaintiff") on behalf of individuals who worked as hourly employees for Californian-Magnolia Convalescent Hospital, Inc. dba Magnolia Rehabilitation and Nursing Center ("Magnolia"), and the settlement of the Lawsuit covers all hourly employees who worked for Magnolia between January 30, 2015 and January 2, 2020.

The Lawsuit alleges Magnolia failed to pay Class Members for all hours worked, particularly with respect to rounding of time punches and auto-deducting time for lunch periods that were not taken, and for not providing all meal and rest breaks required under California law. Magnolia denies each and all of the claims and contentions alleged by the Plaintiff. The Court has not made any rulings regarding the merits of the Lawsuit.

After engaging in extensive investigation and a full day of mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiff and Defendants agreed on a class settlement that was preliminarily approved by the Court on _____. Plaintiff and Class Counsel support the settlement. In preliminarily approving the proposed settlement, the Court determined only that there is sufficient evidence to suggest the proposed settlement is fair, reasonable, and adequate, and the Court will make a final determination of those issues at the Final Fairness Hearing described below.

The settlement represents a compromise of highly disputed claims. Nothing in the settlement is intended to or will be construed as an admission by Magnolia that Plaintiff's claims in the Lawsuit have merit or that it has any liability to Plaintiff or the Class on those claims.

The parties and their counsel have concluded that the settlement is advantageous, considering the risks and uncertainties to each side of continued litigation and trial.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons, called Class Representatives, sue on behalf of other people who have similar claims. Anayla Thomas is the Class Representative in the Lawsuit, and she asserts claims on behalf of herself and the Class Members. All of the Class Members form a Class. A class action allows one court to resolve the claims of all the Class Members at the same time. A California Superior Court judge, Judge Sunshine S. Sykes, is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of Plaintiff or Magnolia. Instead, both sides agreed to a settlement. That way, both sides avoid the risks and costs of a trial, and people affected will quickly receive compensation. The Class Representative and the attorneys think the settlement is best for the Class.

5. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All individuals who worked for Magnolia as an hourly employee in California from January 30, 2015 through January 2, 2020, are included in the Class.

According to Magnolia's records, you are member of the Class and eligible for payments under the settlement. If you are still not sure if you are entitled to participate in the settlement, please call [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER].

6. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

In exchange for the release of claims against it and final disposition of the Lawsuit, Magnolia will pay Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) ("Gross Settlement Amount") in three installment payments over approximately 20 months following final Court approval of the Settlement.

After attorney's fees and costs, a service payment to the Plaintiff, a payment to the California Labor and Workforce Development Agency, and settlement administration costs are deducted from the Class Settlement Amount, the remaining "Net Settlement Amount" will be distributed to Participating Class Members in two separate payments approximately 18 months apart.

Subject to Court approval, the Gross Settlement Amount will be allocated as follows:

- **Individual Settlement Payment: Each Participating Class Member will receive a payment based the total number of "Qualifying Workweeks" they were employed by Magnolia as an hourly employee during the relevant time period.**

Individual Settlement Payments will be calculated as follows: first, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks worked by all of the Class Members to determine the "Weekly Amount." Second, the number of Qualifying Workweeks

Any Questions? Call [Settlement Admin Toll Free Ph. #]

worked by each individual Class Member will be multiplied by the Weekly Amount to arrive at each person's Individual Settlement Payment.

Your estimated Individual Settlement Payment is set forth in Section 7 below.

- **Class Representative Service Payment:** For acting as the Class Representative, Plaintiff will request from the Court an award of \$7,500.00 in recognition of and as compensation for her efforts, such as starting the Lawsuit, volunteering time to assist with the case, and providing information and documents, as well as risks she assumed in starting and assisting with the prosecution of the Lawsuit. Any amount ordered by the Court will be paid from the Gross Settlement Amount.
- **Class Counsel's Attorney's Fees and Costs:** Class Counsel will request from the Court no more than one-third (1/3) of the Gross Settlement Amount (\$250,000.00) as attorney's fees for litigation and resolution of the Lawsuit. Class Counsel will also request from the Court reimbursement for litigation costs advanced on behalf of the Class, which are estimated to be no more than \$15,000.00. Any amount ordered by the Court for Class Counsel's attorney's fees and costs will be paid from the Gross Settlement Amount.
- **PAGA Payment:** \$25,000.00 from the Gross Settlement Amount is allocated for payment to the State of California under the Private Attorneys General Act of 2004. Upon Court approval, 75% of the allocation (\$18,750.00) will be paid to the California Labor and Workforce Development Agency, and 25% (\$6,250.00) of the allocation will be distributed to the Class as part of the Net Settlement Amount.
- **Settlement Administration:** The costs of settlement administration will not exceed \$10,000.00, which pays for tasks such as mailing and tracking this Notice, mailing checks and tax forms, and reporting to the parties and the Court. Any amount ordered by the Court will be paid from the Gross Settlement Amount.
- All checks issued to Participating Class Members shall remain valid and negotiable for one hundred and twenty (120) days from the date of their issuance. After distribution of the first set of checks, any money corresponding to unclaimed or uncashed checks will be returned to the Net Settlement Amount and distributed with the second payment. After distribution of the second set of checks, the money corresponding to any unclaimed or uncashed checks will be sent to the Inland Counties Legal Services, Inc., which is a non-profit organization that provides legal services to the indigent in the Riverside area.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT, AND HOW MUCH WILL I RECEIVE?

You do not need to do anything to receive a payment from the settlement.

Magnolia's records show that, while you worked as an hourly non-exempt employee during the relevant time period, you worked a total of [Number of Qualifying Workweeks]. Accordingly, your anticipated Individual Settlement Payment is [\$ AMOUNT]. The actual amount may vary somewhat based on the actual implementation of the settlement.

20% of your settlement award will be issued in checks representing unpaid wages with applicable federal, state, and local tax withholdings taken out, and you will be sent an IRS Form W-2 for tax

Any Questions? Call [Settlement Admin Toll Free Ph. #]

purposes (just like a paycheck). 80% of your settlement award will be issued in checks representing penalties and interest, and you will be issued an IRS Form 1099 for tax purposes. You will need to speak with an accountant or other tax professional about any tax issues related to your settlement checks.

If you dispute the information about the amount of your anticipated settlement share, you must advise the Settlement Administrator and follow the steps below to substantiate your dispute.

To dispute the amount of your anticipated settlement share you must send in the mail any records (such as paystubs, pay checks or other records) supporting your calculation of the total number of weeks you were employed by Magnolia in an hourly position along with a letter explaining the dispute, and be sure to include the last four digits of your social security number by [RESPONSE DEADLINE]. The date of the postmark will determine if it was timely mailed. The Settlement Administrator will review the information you submit along with Magnolia's records and make a final determination as to the correct amount of your settlement share.

The Settlement Administrator is:

Thomas v. Magnolia Rehabilitation and Nursing Center
c/o Settlement Administrator
Street Address/PO Box
City, State, Zip Code

8. WHAT AM I GIVING UP TO STAY IN THE CLASS AND GET COMPENSATION?

Unless you ask to be excluded, you will remain a part of the Settlement Class, and that means you can't sue, continue to sue, or be a part of any other lawsuit or proceeding making any of the same claims and allegations made in *this* case. It also means all of the Court's orders will apply to you and legally bind you. If you stay in the Settlement Class, you will be deemed to have released and discharged Magnolia as well as any and all of its officers, directors, employees and agents, from any and all claims, causes of action or obligations of any kind or nature whatsoever (including claims that have been or could have been asserted against them in this lawsuit or in any other lawsuit or claim in any other court or forum), known or unknown, that were alleged or could have been alleged based on the factual allegations regarding unpaid wages, missed or non-compliant meal and rest breaks, and related claims for penalties, alleged in the First Amended Complaint or identified in the Joint Stipulation of Class Action Settlement and Release.

The Settlement Agreement contains additional details about the scope of the Release and Released Claims, and may be viewed online at the Settlement Administrator's website listed below.

9. DO I HAVE A LAWYER IN THIS CASE?

The Court has decided the law firm below is qualified to represent you and the Settlement Class. This law firm is called "Class Counsel."

Crosner Legal, P.C.

Any Questions? Call [Settlement Admin Toll Free Ph. #]

433 Camden Drive, Suite 400
Beverly Hills, California 90210
Telephone: (310) 496-5818

If you want to be represented by your own lawyer, you may hire one at your own expense.

10. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement.

To exclude yourself from the settlement, you must submit a fully completed and signed Request for Exclusion form, which was included with this Notice, and return it to the Settlement Administrator at the address listed on the form. If your Request for Exclusion form is not postmarked by [45 days from date notice is mailed], it will not be considered valid and you will be bound by the judgment entered by the Court upon final approval of the Settlement, including the Release of claims described above.

If you timely request to be excluded from the settlement, you will not be entitled to receive any payment under the settlement. Class Counsel will not represent your interests if you request to be excluded.

11. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who has **not** asked to be excluded from the settlement may object to the proposed settlement either in writing, by appearing at the Final Fairness Hearing in person or through an attorney at your own expense, or both. The Final Approval Hearing is scheduled to take place on _____, 2020, at 8:30 a.m. in Department 6 of the Superior Court of the State of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501.

You may object to the proposed Settlement by submitting a fully completed and signed Objection form, which was included with this Notice. The Objection form must contain a statement describing the reasons why you think the Court should not give final approval to the Settlement. You may also attach any legal briefs, papers or memoranda you wish the Court to consider. If you don't wish to use the Objection form, you may also submit your objection to the Settlement in any other written format that gives a complete statement of the reasons you object to the Settlement

You must submit your written objection and all supporting papers if any to the Settlement Administrator by mailing to the following address:

Thomas v. Magnolia Rehabilitation and Nursing Center
c/o Settlement Administrator
Street Address/PO Box
City, State, Zip Code

To be valid, your written objection and all supporting papers must be postmarked on or before [RESPONSE DEADLINE].

Any Questions? Call [Settlement Admin Toll Free Ph. #]

If you do not submit a written objection, you may still appear at the Final Fairness Hearing and make your objection to the Court.

12. WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payment. Final approval of the settlement will bar any Class Member who does not request to be excluded from the settlement from initiating a lawsuit or proceeding regarding the Released Claims.

13. WHAT IF MY CONTACT INFORMATION CHANGES?

If, after you receive this Notice, you change your mailing address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

14. THE FINAL FAIRNESS HEARING

The Final Approval Hearing is scheduled to take place on _____, 2020, at 8:30 a.m. in Department 6 of the Superior Court of the State of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501. The date and time may change without further notice to the Class.

At the Final Fairness Hearing, the Court will make a final decision whether to approve the settlement, and will also decide what amounts will be awarded to Plaintiff for a service award, and to Class Counsel for attorney's fees and costs.

15. FURTHER INFORMATION

This Notice is only a summary of the settlement. To see a copy of the Settlement Agreement (which is Exhibit 1 to the Declaration of Zachary M. Crosner, filed on March 13, 2020, and which defines the capitalized terms used in this Notice), the Court's Preliminary Approval Order, the operative complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this settlement, you may view all such files in the following ways: 1) online at the Settlement Administrator's Website [URL TO SETTLEMENT ADMIN. WEB PAGE]; 2) by going to the Clerk's office at the Old Riverside Courthouse, 4050 Main St., Riverside, California; or 3) online on the Riverside County Superior Court's Website located at <https://www.riverside.courts.ca.gov>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [SETTLEMENT ADMIN. TOLL FREE PHONE NUMBER] or Class Counsel listed above. Please refer to the Magnolia Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT WITH QUESTIONS OR FOR INFORMATION REGARDING THIS SETTLEMENT

Any Questions? Call [Settlement Admin Toll Free Ph. #]

Exhibit “B”

REQUEST FOR EXCLUSION FORM

(Thomas v. Magnolia Rehabilitation and Nursing Center; Case No. RIC1901197)

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN [response deadline]:

Thomas v. Magnolia Rehabilitation and Nursing Center Settlement Administration
c/o Settlement Administrator
[settlement administrator address]

I have received notice of the proposed settlement in this lawsuit, and I wish to be excluded from the class and I have decided *not* to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Californian-Magnolia Convalescent Hospital, Inc. dba Magnolia Rehabilitation and Nursing Center with respect to the claims raised in the lawsuit referenced above.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security Number: XXX-XX-_____

Date: _____

(signature)

Exhibit "C"

OBJECTION FORM

(Thomas v. Magnolia Rehabilitation and Nursing Center; Case No. RIC1901197)

AS EXPLAINED IN MORE DETAIL IN THE NOTICE THAT CAME WITH THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your settlement payment and the release of claims will apply to you.

If you wish to object to the Settlement, you may complete this Objection form and state the basis for your objection, or you may write your objection in any other written format you choose. Alternatively, you may appear at the Final Fairness Hearing and make your objection to the Court regardless of whether you submit a written objection. Send the completed Objection form or other written statement, along with legal briefs or other documents that support your objection, if any, by mailing it to the address below, postmarked no later than [response deadline]:

Thomas v. Magnolia Rehabilitation and Nursing Center Settlement Administration
c/o Settlement Administrator
[settlement administrator address]

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Last four digits of Social Security number: XXX-XX-_____

Date: _____

(signature)

Reasons Why You Object (you may attach additional pages if necessary): _____

1 ZACHARY CROSNER (SBN 272295)
2 MICHAEL CROSNER (SBN 41294)
3 J. KIRK DONNELLY (SBN 179401)
4 CROSNER LEGAL, P.C.
5 433 N. Camden Dr., Suite 400
6 Beverly Hills, CA 90210
7 Tel. (310) 496-5818
8 Fac. (818) 700-9973

Attorneys for Plaintiff, Anayla Thomas

9 **SUPERIOR COURT OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF RIVERSIDE**

11 ANAYLA THOMAS, on behalf of herself
12 and all current and former aggrieved
13 employees,

14 Plaintiff,

15 vs.

16 CALIFORNIAN-MAGNOLIA
17 CONVALESCENT HOSPITAL, INC., a
18 California corporation and dba
19 MAGNOLIA REHABILITATION AND
20 NURSING CENTER; LARRY J. MAYS,
an individual; VERONICA S. MAYS, an
individual; KIMBERLY S. RICHARDS,
an individual, and DOES 1 through 50,
inclusive,

21 Defendants.
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CASE NO. RIC1901197

Assigned for All Purposes To:
Hon. Sunshine S. Sykes
Dept. 6

PROOF OF SERVICE

1 PROOF OF SERVICE
2 Anayla Thomas v. Magnolia Rehabilitation Center
3 Superior Court of California -County of Riverside
4 CASE NO. RIC1901197

5 At the time of service, I was over 18 years of age and not a party to this
6 action. I am employed in the County of Los Angeles, State of California. My
7 business address is 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA
8 90210.

9 On November 3, 2020, I served true copies of the following document(s) described as:

- 10 1. [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
11 CLASS ACTION SETTLEMENT

12 on the interested parties in this action as follows:

13 SEE ATTACHED SERVICE LIST

14 **XX** BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-
15 referenced document(s) on the interested parties in this action by electronic transmission.
16 Said electronic transmission was reported as complete and without error.

17 I declare under penalty of perjury under the laws of the United States of America that the
18 foregoing is true and correct and that I am employed in the office of a member of the bar of
19 this Court at whose direction the service was made.

20 Executed on November 3, 2020, at Los Angeles, California.

21
22 Ashley Gutierrez
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1 PROOF OF SERVICE

2 SERVICE LIST

3 Anayla Thomas v. Magnolia Rehabilitation Center
4 Superior Court of California -County of Riverside
5 Case No.: RIC1901197
6

7 Julie M. Webe, Esq.

8 Amir D. Benakote, Esq.

9 KAUFMAN DOLOWICH VOLUCK LLP

10 11755 Wilshire Blvd., Suite 2400

11 Los Angeles, California 90025

12 T: (310) 775-6511

13 F: (310) 575-9720

14 E-mail: jweber@kdvlaw.com

15 abenakote@kdvlaw.com
16

17 Attorneys for Defendants

18 CALIFORNIA-MAGNOLIA CONVALESCENT

19 HOSPITAL, INC., a California corporation and dba

20 MAGNOLIA REHABILITATION AND NURSING

21 CENTER, LARRY J. MAYS, VERONICAS. MAYS 9 and KIMBERLY S. RJCHARDS
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