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14 TICHINA AUJANEE SCOTT

FILED
Superior Court of California
County of Los Angeles
11/23/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: N. Navarro Deputy

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

17 TICHINA AUJANEE SCOTT, individually,
18 and on behalf of other members of the
19 general public similarly situated;

20 Plaintiff,

21 vs.

22 FH & HF TORRANCE, LLC DBA
23 SUNNYSIDE NURSING CENTER, an
24 unknown business entity; and DOES 1
25 through 100, inclusive

26 Defendants.

27 Case No. 20STCV00762

28 *Assigned for all purposes to:* Honorable Maren
E. Nelson, Dept. SS17

[PROPOSED] JUDGMENT

Complaint Filed: January 8, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court on October 28,
3 2022, for a hearing and Final Order Approving Class Action Settlement (“Final Approval Order”),
4 consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as
5 set forth in the Joint Stipulation of Class Action Settlement and Amendments thereto
6 (“Agreement”), and due and adequate notice having been given to all Class Members as required
7 in the Preliminary Approval Order, and the Court having considered all papers filed and
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore,

9 **JUDGMENT IS HEREBY ENTERED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “All current and
12 former hourly-paid non-exempt employees of Defendant FH & HF Torrance, LLC dba Sunnyside
13 Nursing Center (“Defendant”) who were employed by Defendant in California at any time between
14 January 8, 2016, and November 17, 2019.” The term “Participating Class Member” includes all
15 Class Members who did not submit a timely and valid Request for Exclusion.

16 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
17 to this Action, including all Class Members.

18 4. Distribution of the Notice was directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein have been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice,
24 and the Notice fully satisfied the requirements of due process. All Class Members, and all Released
25 Class Claims, are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith and that the
27 Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and
28 applicable requirements for final approval of this class action settlement for the reasons set forth

1 in the Final Approval Order.

2 6. Upon the complete funding of the Gross Settlement Amount and all applicable
3 employer-side payroll taxes, Plaintiff and Participating Class Members shall release and discharge
4 Defendant FH & HF Torrance, LLC dba Sunnyside Nursing Center, and its current and former
5 parents, subsidiaries, and affiliated entities, and their respective officers, directors, employees,
6 partners, shareholders, and agents, and any other successors, assigns, related persons or legal
7 representatives (“Released Parties”) from any and all claims that are alleged, or reasonably could
8 have been alleged based on the facts and claims asserted in the operative complaint in the Action
9 including the following claims: (i) unpaid overtime; (ii) unpaid meal period premiums; (iii) unpaid
10 rest period premiums; (iv) unpaid minimum wages; (v) final wages not timely paid; (vi) wages not
11 timely paid during employment; (vii) non-compliant wage statements; (viii) failure to keep
12 requisite payroll records; (ix) unreimbursed business expenses; and (x) unfair business practices
13 under Business and Professions Code § 17200 based on the aforementioned alleged Labor Code
14 violations (the “Released Claims”) that arose between January 8, 2016, and November 17, 2019
15 (the “Class Period”).

16 7. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on
17 behalf of herself only—shall also generally release and discharge the Released Parties from all
18 claims, demands, rights, liabilities, and causes of action of every nature and description
19 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
20 contract, or for violation of any collective bargaining agreement, and/or any state or federal statute,
21 rule or regulation arising out of, relating to, or in connection with any act or omission by or on the
22 part of any of the Released Parties committed or omitted during the Class Period, except as may
23 be prohibited by law. Specifically, Plaintiff waives all rights and benefits afforded by California
24 Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY

1 This release specifically excludes claims for unemployment insurance, disability, social
2 security, and workers compensation (with the exception of claims arising pursuant to California
3 Labor Code Section 132(a) and 4553)

4 8. No Class Member submitted a request to be excluded from the Settlement. The last
5 date to timely submit a request for exclusion was August 5, 2022. Accordingly, all 1,108
6 Participating Class Members are bound by this Judgment.

7 9. The Court hereby finds that there were no written objections to the Settlement. The
8 last day to submit a written objection to the settlement was August 5, 2022. The Court also notes
9 there were no objections made at the hearing on Final Approval of the Settlement.

10 10. Pursuant to the terms of the Agreement and amendments thereto, the Court orders
11 Defendant to fund the Gross Settlement Amount of \$633,000.00 within 30 days of the Effective
12 Date to provide payments for the Class Members individual settlement payments, class
13 representative incentive payment for Plaintiff, Class Counsel's attorney fees and costs, and the
14 Settlement Administrator's fees and expenses. The calculations and the payments shall be made
15 administered in accordance with the terms of the Agreement.

16 11. For the reasons set forth in the Final Approval Order, the Court hereby awards Class
17 Counsel attorneys' fees in the amount of \$211,00.00 (1/3 of the Gross Settlement Amount) and
18 litigation costs in the amount of \$14,404.79 from the Gross Settlement Amount as final payment
19 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
20 Class Counsel and any other person or entity related to the Action. The Court further orders that
21 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to
22 the terms of the Agreement.

23 12. For the reasons set forth in the Final Approval Order, the Court awards a Class
24 Representative Enhancement Payment of \$3,000.00 to Plaintiff Tichina Aujanee Scott from the
25 Gross Settlement Amount.

26 13. The Court also hereby approves and orders payment from the Gross Settlement
27 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
28 Phoenix Class Action Administration Solutions, in the amount of \$12,500.00.

1 14. The Court hereby approves and orders payment of individual settlement payments
2 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

3 15. The Court also hereby approves and orders that any checks distributed from the
4 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
5 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
6 California State Controller's Office and held in trust for such Class Members pursuant to
7 California Unclaimed Property Law, Civil Code Section 1500 et seq.

8 16. Provided the Settlement becomes effective under the terms of the Agreement, the
9 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
10 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

11 17. Notice of the Court's Order Granting Final Approval and this Judgment shall be
12 posted on the Settlement Administrator's website for a period of at least 90 days. (Civ. Code §
13 1781(g); Cal. Rules of Ct., rule 3.771(b).)

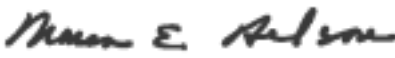
14 18. Without affecting the finality of this Judgment, the Court shall retain continuing
15 jurisdiction over this action and the parties, including all Class Members, and over all matters
16 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
17 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
18 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
19 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
20 for resolution

21 19. A Non-Appearance Case Review re: Final Report re: Distribution of Settlement
22 Funds is set for June 23, 2023, at 8:30 a.m. in Department 17 of the Spring Street Courthouse.

23 20. A Final Report is to be filed by June 16, 2023.

24 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

25 DATED: 11/23/2022

26 
27 _____
28 HON. MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT