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Superior Court Of California
County Of Los Angeles

AUG 27 2015

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6 Attorneys for Plaintiff STACEY MAE GERODIAS VAJRABUKKA,
7 on behalf herself and all others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES-CENTRAL CIVIL WEST**

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13 STACEY MAE GERODIAS VAJRABUKKA,
on behalf herself and all others similarly
14 situated and the general public,

15 Plaintiff,

16 v.

17 TRINITY NURSING HOME
18 MANAGEMENT, INC., a California
19 corporation; CAMTRENT, LLC dba ROYAL
20 CREST HEALTH CARE, an entity unknown;
and DOES I to 100, inclusive,

21 Defendants

Case No.: BC548855
Hon. William F. Highberger - Dept. 322

CLASS ACTION

~~PROPOSED~~ ORDER AND JUDGMENT
RE: PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND
CLASS REPRESENTATIVE
ENHANCEMENT AND MOTION FOR
CONDITIONAL CERTIFICATION AND
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

Date: August 20, 2015
Time: 11:00 a.m.
Dept.: 322

Complaint Filed: June 13, 2014

BY FAX

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**[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE ENHANCEMENT
AND MOTION FOR CONDITIONAL CERTIFICATION AND FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

1 The Plaintiff's class, as defined below, and the settling Defendants, Trinity Nursing
2 Home Management, Inc. ("Trinity") and Camtrent, LLC dba Royal Crest Healthcare
3 ("Camtrent") (hereinafter collectively referred to as "Defendants") entered into an agreement to
4 settle the above-captioned class action, subject to the Court's approval. The agreement is
5 captioned Joint Stipulation and Agreement of Compromise and Settlement (hereinafter
6 "Settlement Agreement"). The Settlement Agreement provides for the payment of compensation
7 to each Class Member according to a formula which uses each employee's Individual Gross
8 Earnings to determine what percent of the Total Gross Earnings was earned by each employee
9 during the applicable Class Period, pursuant to the Preliminary Approval Order entered June 4,
10 2015. The Preliminary Approval Order also approved the proposed forms of notice and related
11 documents. The court entered the Preliminary Approval Order after review and consideration of
12 all of the pleadings filed in connection herewith, and the oral presentations made by counsel at
13 the hearing.

14 In compliance with the Preliminary Approval Order entered June 4, 2015, notice was sent
15 to the Class Members via first class mail by the court approved claims administrator, Dahl
16 Administration, on June 19, 2015.

17 This matter is now before the Court on Plaintiff's Motions for Final Approval of the
18 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement.
19 The Court has read, heard, and considered all of the pleadings and documents submitted, and the
20 presentations made in connection with the Motions which came on for hearing on August 20,
21 2015.

22 This Court finds that the proposed settlement is the product of serious, informed, non-
23 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
24 treatment to any individuals. The Court finds that the settlement was entered into in good faith
25 pursuant to California Code of Civil Procedure §877.6. The Court further finds that the
26 settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards for final
27 approval of a class action settlement under California law.

1 The hearing was attended by class counsel, Joseph Antonelli Esq. from the Law Office of
2 Joseph Antonelli. The Defendants were represented by Jeffrey P. Fuchsman of Ballard
3 Rosenberg Golper & Savitt, LLP.

4 Based on the foregoing, IT IS HEREBY ORDERED THAT:

5 1. The Court has jurisdiction over the claims of the Settlement Class Members
6 asserted in this proceeding and over all parties to the related actions;

7 2. For the reasons set forth in the Preliminary Approval Order of June 4, 2015,
8 which is adopted and incorporated herein by reference, this Court finds that the applicable
9 requirements of the California Code of Civil Procedure §382 have been satisfied with respect to
10 the Settlement Classes and the proposed settlement. The Court hereby makes final its earlier
11 provisional certification of the Plaintiff Classes, as set forth in the Revised Preliminary Approval
12 Orders. The Court finds the following class has been certified and is subject to the Settlement as
13 "Class Members":

14 "All hourly non-exempt employees employed by Defendants at Royal Crest who
15 worked at any time during the period from June 13, 2010 to April 30, 2015 ("Class
16 Period") who do not opt out of the class."

17 3. The notice given to the Class Members fully and accurately informed the Class
18 Members of all material elements of the proposed Settlement including the fact that Class
19 Member shares were based on estimates that may change before the final distribution amount is
20 paid to the Class Members. The notice accurately informed the Class Members of their
21 opportunity to object or comment thereon; was the best notice practicable under the
22 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
23 with the laws of the State of California, due process, and other applicable law. The notice fairly
24 and adequately described the Settlement and provided Class Members adequate instructions and
25 a variety of means to obtain additional information. A full opportunity has been afforded to the
26 Class Members to participate in this hearing, and all Class Members and other persons wishing
27 to be heard have been heard. Accordingly, the Court determines that all Class Members who did
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1 not timely and properly execute a Request for Exclusion are bound by this judgment and order.
2 The Court finds that there are no Class Members who submitted a valid request for exclusion.
3 Accordingly, all Class Members who received notice and did not exclude themselves are
4 therefore bound by this judgment and order.

5 4. Pursuant to California law and Code of Civil Procedure § 382 et seq., the Court
6 hereby grants final approval to the Settlement and finds that it is fair, reasonable and adequate,
7 and in the best interests of the Settlement Class as a whole. The Court approves the maximum
8 settlement amount of \$575,000.00 as fair, reasonable and adequate. The settlement contemplated
9 the Court's authority to reduce the attorneys' fees requested and Class Representative
10 enhancement to amounts below the amounts requested by Plaintiff for those elements of the
11 settlement. Accordingly, the Court hereby directs that the Settlement be effected in accordance
12 with the terms of the Joint Stipulation and Agreement of Compromise and Settlement attached to
13 the Preliminary Approval order, entered on June 4, 2015.

14 5. Upon final approval of this Settlement Agreement, Plaintiff, on her own behalf
15 and as Class Representative, as well as all Class Members, including their respective dependents,
16 heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees,
17 conservators, guardians, personal representatives, and successors-in-interest, whether individual,
18 class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity
19 (collectively, the "Releasing Parties") hereby forever completely and irrevocably release and
20 discharge Defendants, and any of their past and present parents, affiliates, subsidiaries,
21 divisions, predecessors, successors, and assigns, and each of their officers, directors, board
22 members, trustees, managers, shareholders, members, employees, agents, attorneys, auditors,
23 accountants, representatives, partners, insurers, and other persons acting on their behalf
24 (collectively, with Defendants, the "Released Parties"), from any and all causes of action, claims,
25 rights damages, punitive or statutory damages, penalties, interest, liabilities, expenses, and losses
26 and issues, that any of the Releasing Parties have or could have made against any of the
27 Released Parties regarding the claims as alleged in this action, under federal law or the law of
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1 any state or locality, common law, statutory law, regulations or California Industrial Welfare
2 Commission Wage Orders, as well as any claims, causes of action, damages, wages, expenses,
3 penalties, interest, liabilities, demands, obligations, attorneys' fees, costs, and any other form of
4 relief or remedy in law or equity, arising from (1) the Action and any claims arising out of the
5 facts alleged in the Action, including without limitation all claims under the California Labor
6 Code, Industrial Welfare Commission Wage Orders and the California Business and Professions
7 Code, claims for restitution and other equitable relief, and (2) any wage and hour violations as
8 alleged in this action, whether premised on statute, contract, tort or other theory of liability under
9 state, federal (including the Fair Labor Standards Act) or local law, arising out of the facts,
10 incidents, transactions, events, occurrences, disclosures, statements, acts, or omissions in law or
11 in equity, asserted from the facts alleged in the Action by any Class Member against the
12 Released Parties up to April 30, 2015 (collectively, the "**Released Claims**"). The Released
13 Claims shall also include all claims against the Released Parties for misclassification, unpaid
14 overtime, unpaid minimum wages, inaccurate or incomplete itemized wage statements, forfeiture
15 of vacation benefits, failure to carry over vacation benefits from year-to-year, denial of meal
16 periods and denial of rest periods arising during the Class Period. The Released Claims do not
17 include claims unrelated to alleged wage-hour violations or unpaid compensation, including
18 claims for unlawful employment discrimination, or claims for workers' compensation or
19 wrongful termination, except that named Plaintiff has released all known and unknown claims
20 relating to her employment with Defendants, including claims for discrimination and wrongful
21 termination as set forth in the Joint Stipulation and Agreement of Compromise and Settlement.
22 The Released Claims do, however, include claims under PAGA. Judgment in this matter, subject
23 to the terms and conditions herein, constitutes a binding judgment against all Parties and the
24 State of California with respect to the PAGA claim under principles of *res judicata*.

25 6. There were no valid and timely objections made to the settlement, including the
26 Class Representative enhancement. It is hereby ordered that a Class Representative
27 Enhancement of \$20,000.00 (\$10,000 enhancement, \$10,000 as general release) for Stacey Mae
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1 Gerodias Vajrabukka is a fair and reasonable amount. This finding is made after reading all
2 papers including the declarations and supplemental declarations.

3 7. The Court approves attorneys' fees of \$172,500.00. Therefore, of the total
4 \$575,000.00 settlement, the fee of \$172,500.00, or 30% of the total settlement, is approved as
5 fees. The amount of fees is hereby granted pursuant to California law, inter alia, because it falls
6 within the range of reasonableness and the result achieved justifies the award. As to attorneys'
7 and Administration costs, the Court approves the payment of costs up to the amount of
8 \$30,000.00 and Dahl's administration costs up to \$10,000 in administration costs. Any amounts
9 not claimed as costs shall be distributed to the class on a pro rata basis. The Court approves that
10 \$5,000.00 of the gross settlement amount be allocated to resolve PAGA claims, and that under
11 California Labor Code § 2699(i) \$3,750.00 (75%) will be paid to the California Labor and
12 Welfare Development Agency.

13 8. Plaintiff's costs were approved:

14 Law Office of Joseph Antonelli:	Actual costs up to \$30,000.00
15 Dahl Administration (Administrator):	Actual costs up to \$10,000.00
16 Total Approved Costs:	\$40,000.00

17 As set forth herein, Dahl Administration shall be approved of its costs in the amount of
18 \$9,103.00. Said costs amounts shall be paid out of the total settlement amount as set forth in the
19 settlement agreements and is hereby granted pursuant to California law. Pursuant to the
20 Settlement Agreement, the claims administrator is to be paid from the settlement funds.

21 9. The Court approves the attorneys' fees request. The Court finds the hourly rates
22 sought by the attorneys are reasonable and fair. Furthermore, the Court finds the percentage of
23 the fund recovery in the amount of 30% is appropriate. As a cross check the lodestar method, a
24 1.07 multiplier is reasonable and appropriate in this matter. The fees awarded reflect a lodestar
25 multiplier of 1.07, which is fair and reasonable.

26 The fees and costs awarded in this Final Order are for (a) all work performed and costs
27 incurred related to the Actions, including, but not limited to, Plaintiff's share of the mediator's
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1 fees incurred in connection with the negotiation of the Settlement Agreements; (b) all work
2 performed and costs incurred in connection with approval by the Court of the Class Settlement;
3 and (c) all work and costs incurred in connection with administering the Class Settlement
4 through final distribution of the settlement funds and Judgment.

5 There were no objections filed to any form of the settlement.

6 10. It is hereby ordered that a Judgment be entered which will bar any future actions
7 by Class Members against the Released Parties (as defined in the Settlement Agreement) for any
8 Released Claims (as defined in the Settlement Agreement) from the period of June 13, 2010 to
9 April 30, 2015.

10 11. Without affecting the finality of this matter, this Court shall retain exclusive and
11 continuing jurisdiction over this action and the parties, including all Settlement Class Members,
12 for purposes of supervising, administering, implementing, enforcing, and interpreting the
13 Settlement, and the claims process thereunder and for Entry of Judgment of Dismissal With
14 Prejudice.

15 12. Pursuant to CRC 3.771(b), Plaintiff's counsel is ordered to post this judgment on
16 counsel's web page for a period of sixty (60) days.

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13. There being no just reason to delay, the Clerk is directed to enter this Final Judgment forthwith.

APPROVED AS TO FORM AND CONTENT

Dated: August 4, 2015

LAW OFFICE OF JOSEPH ANTONELLI


By:


Joseph Antonelli,
Attorney for Plaintiff and the Class

Dated: August 6, 2015

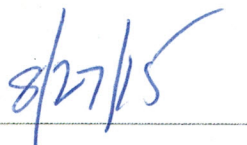
BALLARD ROSENBERG GOLPER
& SAVITT, LLP

By:


Jeffrey P. Fuchsman,
Attorney for Defendants

IT IS SO ORDERED.

Dated:




Judge of the Superior Court