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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 04 2024

BY 
VALERIE URUENA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

NEIL MODINO, RITA ORTIZ, and VALERIE J.
FOWLER, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

LAUREL AVENUE, LLC DBA TERRACINA
POST ACUTE, a Delaware limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVDS2009538
[Consolidated with Case Nos.
CIVDS2023687 and CIVDS2022866]

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Jessica
Morgan, Dept. S26]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: November 4, 2024
Time: 8:30 a.m.
Dept.: S26

Complaint filed: May 29, 2020
FAC filed: June 12, 2020
SAC filed: February 7, 2024
Trial date: Not set

**[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

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Attorneys for Plaintiff Valerie J. Fowler and the Class

1 On or around August 27, 2024, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Neil Modino, Rita Ortiz, and Valerie J. Fowler (collectively,
3 “Plaintiffs”) now seek an order granting final approval of the Class Action and PAGA Settlement
4 Agreement and Class Notice (the “Settlement Agreement”). The Settlement Agreement is attached
5 to the Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Final Approval of Class
6 Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiffs’ Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the proposed settlement,
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant Laurel Avenue, LLC dba Terracina Post Acute
17 (“Defendant”).

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiffs’ Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
27 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
28 from all Released Claims as defined in the Settlement.

1 6. All Participating Class Members, on behalf of themselves and their respective former
2 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
3 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based
4 on the Class Period facts stated in the Operative Complaint or ascertained in the course of the Action,
5 including: (a) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2,
6 and 1197); (b) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (c) failure to
7 provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (d) failure to authorize and permit rest
8 periods (Cal. Lab. Code § 226.7); (e) failure to timely pay final wages at termination (Cal. Lab. Code
9 §§201-203); (f) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (h)
10 Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and (i) civil penalties under
11 the Private Attorney General Action (Lab. Code §§ 2699, et seq.). Except as set forth in Paragraph
12 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims
13 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
14 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
15 occurring outside the Class Period.

16 7. All Non-Participating Class Members who are Aggrieved Employees are deemed to
17 release, on behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
20 facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the
21 Action, including (a) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194,
22 1194.2, and 1197); (b) failure to pay overtime wages (Cal. Lab. Code §§ 1194 and 1198); (c) failure
23 to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (d) failure to authorize and permit rest
24 periods (Cal. Lab. Code § 226.7); (e) failure to timely pay final wages at termination (Cal. Lab. Code
25 §§201-203); (f) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (h)
26 Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and (i) civil penalties under
27 the Private Attorney General Action (Lab. Code §§ 2699, et seq.). This includes, but is not limited
28 to, claims for alleged violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510,

1 1174, 1174.5, 1194, 1198, and 2802.

2 8. As of the Effective Date, all members of the Settlement Class, except those that made
3 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
4 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
5 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
6 Member has excluded themselves from the Settlement and no Class Member has objected to the
7 Settlement.

8 9. The Parties shall bear their own respective attorneys' fees and costs, except as
9 otherwise provided for in the Settlement and approved by the Court.

10 10. Solely for purposes of effectuating the settlement, the Court finally certified the
11 following Class, all persons who worked for any Defendant in California as an hourly-paid or non-
12 exempt employee at any time during the relevant Class Period.

13 11. The Class Period means the period from May 29, 2016 to July 31, 2023.

14 12. Aggrieved Employee shall mean a person employed by Laurel Avenue in California
15 and classified as an hourly-paid or non-exempt employee during the PAGA Period.

16 13. The PAGA Period means the period from April 10, 2019 to July 31, 2023.

17 14. No Class Members have objected to the terms of the Settlement.

18 15. The Notice provided to the Class conforms with the requirements of California Rules
19 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
20 providing individual notice to all Class Members who could be identified through reasonable effort,
21 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
22 the Class Members. The Notice fully satisfies the requirements of due process.

23 16. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
24 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
25 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
26 Payments to the Participating Class Members in accordance with the terms of the Settlement.

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1 17. Defendants shall pay a total of \$3,000,000.00 to resolve this litigation and to
2 separately pay any and all employer payroll taxes owed on the Wage Portions of the individual class
3 payments.

4 18. From the Gross Settlement Amount, \$112,500.00 shall be paid to the California Labor
5 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
6 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
7 2004, California Labor Code section 2698, *et seq.*

8 19. From the Gross Settlement Amount, \$10,000.00 (\$30,000.00 total) shall be paid to
9 each Plaintiff for their service as class representatives and for their agreement to release claims.

10 20. From the Gross Settlement Amount, \$19,850.00 shall be paid to the Settlement
11 Administrator, ILYM Group, Inc. ("ILYM").

12 21. The Court hereby confirms Justin F. Marquez and Arsiné Grigoryan of Wilshire Law
13 Firm, PLC and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C. as Class Counsel.

14 22. From the Gross Settlement Amount, Class Counsel is awarded \$1,000,000.00 for their
15 reasonable attorneys' fees and \$35,823.97 for their reasonable costs incurred in the Action. The fees
16 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
17 the fees are reasonable in light of the benefit provided to the Class.

18 23. Notice of entry of this Final Approval Order and Judgment shall be given to Class
19 Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for a
20 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
21 and Judgment.

22 24. Without affecting the finality of this Order in any way, this Court retains continuing
23 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
24 to all Parties to this action, and their counsel of record.

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25. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

11/4/2024

C. Towns Christian Towns
Hon. Jessica Morgan
San Bernardino County Superior Court

PROOF OF SERVICE

Modino, et al. v. Laurel Avenue, LLC dba Terracina Post Acute
CIVDS2009538

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is sandy.sespene@wilshirelawfirm.com.

On October 11, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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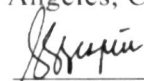
Attorneys for Plaintiff Valerie J. Fowler

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on October 11, 2024, at Los Angeles, California.



Sandy S. Sespene