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Attorneys for Plaintiff individually and on behalf
of a class of similarly situated individuals

SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

ROSEMARY MORAN on behalf of herself and all others similarly situated and the general public,	) Case No: MSC18-00179
	) Hon. Barry Baskin Dept. 7
)
Plaintiff,	) CLASS ACTION
)
v.	) NOTICE OF ENTRY OF ORDER
	) GRANTING PLAINTIFF'S MOTION
	) FOR ATTORNEYS' FEES, COSTS,
KINDRED HEALTHCARE OPERATING	) AND CLASS REPRESENTATIVE
INC., a Delaware Corporation and CARE	) ENHANCEMENTS AND FINAL
CENTER OF ROSSMOOR, L.L.C., d/b/a	) APPROVAL OF CLASS ACTION
KINDRED TRANSITIONAL CARE AND	) SETTLEMENT; NOTICE OF ENTRY
REHABILITATION – WALNUT CREEK,	) OF JUDGMENT
L.L.C and DOES 1 to 100,)
	) Date: July 2, 2021
Defendants.	) Time: 9:00 a.m.
	) Dept: 7
)
	) Action filed: January 31, 2018
)

**NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS'
FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENTS AND FINAL APPROVAL
OF CLASS ACTION SETTLEMENT; NOTICE OF ENTRY OF JUDGMENT**

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


2 **PLEASE TAKE NOTICE** that on or about July 2, 2021, the Honorable Barry Baskin
3 entered the Order Granting Plaintiff's Motion for Attorneys' Fees, Costs, and Class
4 Representative Enhancements and Final Approval of Class Action Settlement. A true and
5 correct copy of the Order is attached as **Exhibit 1**.

6 **PLEASE TAKE FURTHER NOTICE** that on July 2, 2021, the Honorable Barry
7 Baskin entered the Judgment attached hereto as **Exhibit 2**.

8
9 Dated: July 2, 2021

JANELLE CARNEY- ATTORNEY AT LAW, APC

10
11 By:



Janelle Carney, Attorney for Plaintiff

Exhibit 1

COPY

FILED

2021 JUL -2 A 9:21

STATE CLERK
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

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Attorneys for Plaintiff individually and on behalf
of a class of similarly situated individuals

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

ROSEMARY MORAN on behalf of herself and) Case No. MSC18-00179
all others similarly situated and the general) Hon. Barry Baskin
public,) Dept. 7

Plaintiff,

) ~~CLASS~~ ACTION

v.

KINDRED HEALTHCARE OPERATING INC.,)
a Delaware Corporation and CARE CENTER)
OF ROSSMOOR, L.L.C., d/b/a KINDRED)
TRANSITIONAL CARE AND)
REHABILITATION – WALNUT CREEK,)
L.L.C and DOES 1 to 100,)

) ~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE
ENHANCEMENTS AND FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Defendants.

) Date: July 2, 2021
) Time: 9:00 a.m.
) Dept. 7

) Action Filed: January 31, 2018

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES,
COSTS, AND CLASS REPRESENTATIVE ENHANCEMENTS AND FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 The above-referenced class action ("Action") having come before the Court on July 2,
2 2021, for a hearing and Final Order approving Class Settlement ("Final Order"), consistent with
3 the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed and entered on
4 April 2, 2021, and as set forth in the Joint Stipulation for Class Action Settlement (hereafter
5 collectively, the "Settlement Agreement") filed on February 4, 2021. Due and adequate notice
6 having been given to the Class, and the Court having considered the Stipulation, all papers filed,
7 and proceedings had herein, and all oral and written comments received regarding the proposed
8 settlement, and having reviewed the record in this litigation, and good cause appearing.

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

10 1. For purposes of this Final Order, the Court incorporates by reference all defined
11 terms as set forth in the Settlement Agreement filed on February 4, 2021, and Preliminary
12 Approval of Class Action Settlement, granted on April 2, 2021.

13 2. Consistent with the definitions in the Settlement Agreement, the Classes are
14 defined as:

15 **Class 1:** All former non-exempt employees employed during the Settlement Class
16 Period who worked at least one workweek as a Medical Staff job title in
17 California at Defendants' Rossmoor location.

18 **Class 2:** All former non-exempt, Non-Medical Staff employees employed during
19 the Settlement Class Period who worked at least one workweek at
20 Defendants' Rossmoor location.

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

23 4. Distribution of the Notice directed to the Class Members as set forth in the
24 Settlement Agreement and the other matters set forth therein has been completed in conformity
25 with the Preliminary Approval Order, including individual notice to all Class Members who
26 could be identified through reasonable effort, and the best notice practicable under the
27 circumstances. The Notice provided due and adequate notice of the proceedings and of the
28 matters set forth therein, including the proposed Settlement set forth in the Settlement

1 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
2 of due process. All Class Members and all Released Claims are covered by and included within
3 the Settlement and this Final Order.

4 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
5 and within the meaning of *California Code of Civil Procedure* section 877.6. The Court further
6 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
7 standards and applicable requirements for final approval of this class action settlement under
8 California law, including the provisions of *California Code of Civil Procedure* section 382 and
9 *Federal Rule of Civil Procedure* 23, approved for use by the California state courts in *Vasquez v.*
10 *Superior Court* (1971) 4 Cal.3d 800, 821.

11 6. The Court hereby approves the Settlement set forth in the Settlement Agreement,
12 and finds that the Settlement, including the Gross Settlement Fund (which is Five Hundred
13 Thousand [\$500,000.00]) is, in all respects, fair, adequate and reasonable, and directs the Parties
14 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
15 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
16 further finds that the Parties have conducted extensive investigation and research, and counsel
17 for the Parties are able to reasonably evaluate their respective positions. The Court also finds that
18 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
19 that would be presented by the further prosecution of the Action. The Court has reviewed the
20 benefits that are being granted as part of the Settlement and recognizes the significant value to
21 the Class Members. The Court also finds that the Class is properly certified as a class for
22 settlement purposes only.

23 7. Named Plaintiff and all Participating Class Members hereby do and shall be
24 deemed to have fully, finally, and forever released, settled, compromised, relinquished and
25 discharged any and all of the Released Parties, which means and includes KINDRED
26 HEALTHCARE OPERATING INC. and CARE CENTER OF ROSSMOOR, L.L.C., d/b/a
27 KINDRED TRANSITIONAL CARE AND REHABILITATION – WALNUT CREEK, L.L.C.
28 and their parent, subsidiary, and/or affiliated companies (past, present, future and each of them),

1 as well as all of their owners, trustees, directors, officers, board members, managers, employees,
2 partners, agents, contractors, owners, stockholders, members, franchisees, related or parent
3 companies, joint ventures, affiliates, divisions, subsidiaries, successors, predecessors, assigns,
4 insurers, representatives, and attorneys, including but not limited to, Kindred Healthcare
5 Operating, LLC, Kindred Nursing Centers West, LLC and California Nursing Centers, LLC, as
6 defined in the Settlement Agreement, during the Covered Time Frame of January 31, 2021
7 through August 31, 2017. Released Claims means the claims, rights, penalties, demands,
8 damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to
9 this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or liabilities
10 that are set forth in section 8.1 and released, acquitted and discharged pursuant to Section 8 of
11 the Settlement Agreement.

12 8. The Court hereby enters the concurrently filed Judgment in the entire Action as of
13 the filing date of this Final Order, pursuant to the terms set forth in the Settlement Agreement.
14 Without affecting the finality of this Final Order in any way, the Court hereby retains continuing
15 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all
16 orders entered in connection therewith pursuant to *California Code of Civil Procedure* section
17 664.6.
18

19 9. The Court finds the settlement payments provided for under the Settlement to be
20 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
21 payments to be made and administered in accordance with the terms of the Settlement
22 Agreement.

23 10. The Court hereby confirms Janelle Carney Attorney at Law, APC, Joseph
24 Antonelli of the Law Office of Joseph Antonelli, and Robert Starr, Emanuel Starr, and Theodore
25 Tang of Frontier Law Center, as Class Counsel in the Action.

26 11. Pursuant to the terms of the Settlement, and the authorities, evidence and
27 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
28 the amount of One Hundred Sixty-Six Thousand Dollars and Sixty-Seven Cents (\$166,666.67),

1 and attorneys' costs up to Thirty-Thousand Dollars (\$30,0000.00) from the Gross Settlement
2 Fund as final payment for and complete satisfaction of any and all attorneys' fees and costs
3 incurred by and/or owed to Class Counsel and any other person or entity related to the Action.
4 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph
5 shall be administered pursuant to the terms of the Settlement Agreement, and transferred and/or
6 made payable to Class Counsel in the Action.

7 12. The Court also hereby approves and orders a Class Representatives Enhancement
8 Award in the amount of Fifteen Thousand Dollars (\$15,000), to Rosemary Moran.

9 13. The Court also hereby approves and orders payment from the Gross Settlement
10 Fund for actual settlement administration expenses incurred by the Settlement Administrator,
11 ILYM Group in the amount of \$9,000.00.

12 14. The Court also hereby approves and orders that all amounts from uncashed
13 Settlement Award checks after the expiration date (180 days after mailing) will be distributed to
14 the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
15 California Civil Code Section 1500 et seq. for the benefits of those Settlement Class Members
16 who did not cash their checks until such time they claim their property. The parties agree that
17 this disposition results in no "unpaid residue" under California Civil Procedure Code Section
18 384, as the entire Net Settlement Proceeds will be paid out to Settlement Class Members,
19 whether or not they all cash their settlement checks

20 15. The Court also hereby finds and orders that the Settlement Agreement is and
21 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
22 Defendant and the Released Parties.

23 16. The Settlement becomes effective under the terms of the Settlement
24 Agreement with the signing of this order. Rossmoor will provide the Settlement Administrator
25 with the Total Settlement Amount by bank wire within ten (10) business days of the Settlement
26 Effective Date. The Settlement Administrator will maintain the funds in an account that enables
27 the funds to accrue interest. Within ten (10) calendar days from receipt of the funds, the
28

1 Settlement Administrator shall then disburse the funds as approved per this Agreement and the
2 court.

3 17. The Court also hereby finds that there were no objections to the Settlement raised
4 by any person on the record at the hearing on the Final Approval.

5
6 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

7
8
9 Dated: _____

07-02-21

BARRY BASKIN

HON. BARRY BASKIN

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On June 24, 2021, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR ATTORNEYS' FEES,
COSTS, AND CLASS REPRESENTATIVE ENHANCEMENTS AND FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

on INTERESTED PARTIES in this action as stated below:

Shannon Bettis Nakabayashi
Shannon.Nakabayashi@jacksonlewis.com
Hardev S. Chhokar
Hardev.Chhokar@jacksonlewis.com
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco CA 94111

Robert L. Starr, Esq.
robert@frontierlawcenter.com
Adam M. Rose, Esq.
adam@frontierlawcenter.com
Theodore R. Tang, Esq.
theodore@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Rd., #2074
Calabasas, CA 91302

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com.

Executed on June 24, 2021, at Chino Hills, California.

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


Jerin Wilkinson

Exhibit 2

COPY

FILED

2021 JUL -2 A 9:21

DAVE LISKER
CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA

1 Joseph Antonelli (137039)
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14 Attorneys for Plaintiff individually and on behalf
of a class of similarly situated individuals

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF CONTRA COSTA**

18 ROSEMARY MORAN on behalf of herself and) Case No. MSC18-00179
19 all others similarly situated and the general) Hon. Barry Baskin
public,) Dept. 7
20)
Plaintiff,) CLASS ACTION
21)
v.) **[PROPOSED] JUDGMENT**

22)
23 KINDRED HEALTHCARE OPERATING INC.,) Date: July 2, 2021
a Delaware Corporation and CARE CENTER) Time: 9:00 a.m.
24 OF ROSSMOOR, L.L.C., d/b/a KINDRED) Dept. 7
TRANSITIONAL CARE AND)
25 REHABILITATION – WALNUT CREEK,) Action Filed: January 31, 2018
L.L.C and DOES 1 to 100,)
26 Defendants.)
27)
28)

[PROPOSED] JUDGMENT

1 **IT IS HEREBY ORDERED AS FOLLOWS:**

2 1. On July 2, 2021, the Court issued an Order granting Final Approval of the Class
3 Action Settlement in the above captioned matter, which is incorporated herein by this reference.

4 2. The Class bound by the Judgment includes each former non-exempt employee
5 who was employed by Defendant during the Settlement Class Period of January 31, 2021,
6 through August 31, 2017, who worked at least one workweek as a Medical Staff or Non-
7 Medical Staff job title in California at Defendants' Rossmoor location, collectively referred to
8 herein as "Class Members".

9 3. By operation of this Judgment, Named Plaintiff Rosemary Moran ("Named
10 Plaintiff") and all Class Members hereby do and shall be deemed to have fully, finally, and
11 forever released, settled, compromised, relinquished and discharged any and all of the Released
12 Parties of and from any and all Released Claims that arose during the Class Period.

13 a. "Released Parties" means Kindred Healthcare Operating Inc., a Delaware
14 Corporation and Care Center of Rossmoor, L.L.C., d/b/a Kindred Transitional Care and
15 Rehabilitation – Walnut Creek, L.L.C. and their parent, subsidiary, and/or affiliated companies
16 (past, present, future and each of them), as well as all of their owners, trustees, directors,
17 officers, board members, managers, employees, partners, agents, contractors, owners,
18 stockholders, members, franchisees, related or parent companies, joint ventures, affiliates,
19 divisions, subsidiaries, successors, predecessors, assigns, insurers, representatives, and
20 attorneys, including but not limited to Kindred Healthcare Operating, LLC, Kindred Nursing
21 Centers West, LLC and California Nursing Centers, LLC.

22 b. "Released Claims" means the claims, rights, penalties, demands,
23 damages, debts, accounts, duties, Costs (other than those Costs required to be paid pursuant to
24 this Settlement Agreement), liens, charges, complaints, causes of action, obligations, or
25 liabilities that are set forth in section 8.1 and released, acquitted and discharged pursuant to
26 Section 8 of this Agreement.

27 c. This release by Named Plaintiffs and each Participating Class Member is
28 intended to settle any and all of the Released Claims, whether known or unknown, that any of

1 them may have against the Released Parties during the Class Period.

2 4. In addition to the Released Claims, Named Plaintiff, Rosemary Moran, fully
3 releases and discharges Defendant and the other Released Parties from any all claims that
4 Named Plaintiff now has or claims to have, or which Named Plaintiff at any time had or
5 claimed to have, or which Named Plaintiff at any time in the future may have or claim to have,
6 arising out of or related to any act, omission, event, fact or other thing that existed or occurred
7 on or before the date of execution of the Settlement Agreement. Without limiting the generality
8 of the foregoing, Named Plaintiff specifically and expressly release to the maximum extent
9 permitted by law any claims against the Released Parties, arising out of or relating to Named
10 Plaintiff's employment or the termination of their employment with Defendant and any other
11 Released Party. This release by Named Plaintiff includes a waiver of their rights under Civil
12 Code section 1542, which provides: "A general release does not extend to claims that the
13 creditor or releasing party does not know or suspect to exist in his or her favor at the time of
14 executing the release and that, if known by him or her, would have materially affected his or her
15 settlement with the debtor or released party."

16 **IT IS SO ADJUDGED, ORDERED AND DECREED.**

17 Dated: 07-02-21

BARRY BASKIN

18 Hon. Barry Baskin
19 JUDGE OF THE SUPERIOR COURT

20 Approved as to Form and Content:

21 Dated: June 24, 2021

JANELLE CARNEY – ATTORNEY AT LAW, APC
LAW OFFICE OF JOSEPH ANTONELLI
FRONTIER LAW CENTER

22
23 By:


Janelle Carney, Attorney for Plaintiff

24
25 Dated: June 24, 2021

JACKSON LEWIS PC

26
27 By:

S/ Hardev Chhokar
Shannon Bettis Nakabayashi
Hardev Chhokar
Attorneys for Defendant

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On June 24, 2021, I served the foregoing document described as:

[PROPOSED] JUDGMENT

on INTERESTED PARTIES in this action as stated below:

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23901 Calabasas Rd., #2074
Calabasas, CA 91302

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com.

Executed on June 24, 2021, at Chino Hills, California.

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



Jerin Wilkinson

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

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Calabasas, CA 91302

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Executed on July 2, 2021, at Chino Hills, California.

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

Janelle Carney