

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

2 JOSEPH R. LORDAN, SB# 265610
E-Mail: Joseph.Lordan@lewisbrisbois.com

3 SUMY KIM, SB# 290082
E-Mail: Sumy.Kim@lewisbrisbois.com

4 333 Bush Street, Suite 1100
San Francisco, California 94104-2872
5 Telephone: 415.362.2580
6 Facsimile: 415.434.0882

7 Attorneys for Defendant
ROUTE 66 POST ACUTE LLC

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10
11 DENISHA JOHNSON, an individual, on
12 behalf of herself, all aggrieved employees, and
the State of California as a Private Attorneys
General,

13 Plaintiffs,

14 vs.

15 ROUTE 66 POST ACUTE, LLC, a California
16 limited liability company, and DOES 1 through
50, inclusive,

17 Defendants.
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19
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CASE NO. 20STCV30890

[Assigned for all purposes to the Honorable
Malcolm H. Mackey, Dept. 55]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Action Filed: August 13, 2020
Trial Date: None Set

21 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

22 This Joint Stipulation of Class Action Settlement and Release (“Settlement” or
23 “Settlement Agreement”) is made and entered into by and between Plaintiff DENISHA
24 JOHNSON (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others
25 similarly situated and aggrieved employees, and Defendant ROUTE 66 POST ACUTE LLC
26 (“Defendant”) (collectively with Plaintiff, the “Parties”).

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DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means the representative action entitled *Johnson v. Route 66 Post Acute LLC*, Los Angeles Superior Court Case No. 20STCV30890.

2. “Appeal” means a timely appeal by a Class Member to the Order and Judgment approving the Settlement, or an appeal by one of the Parties to an order that materially alters the Settlement.

3. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in the Action, including but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of an Order and Judgment approving the Settlement, and expenses for any experts or consultants. Class Counsel will request not more than One Hundred Thirty-Three Thousand Three Hundred Twenty Dollars (\$133,320) in attorneys’ fees and Twelve Thousand Dollars (\$12,000) in litigation costs and expenses.

4. “Class Counsel” means Koul Law Firm and Law Offices of Sahag Majarian II

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within fourteen (14) business days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address; Social Security number; dates of employment; the respective number of Workweeks that each Class Member worked during the Class Period; and any other relevant information needed to calculate settlement payments.

6. “Class Member(s)” or “Settlement Class” means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the Class Period.

1 7. “Class Notice” means the Notice of Class Action Settlement substantially in the form
2 attached hereto as Exhibit A.

3 8. “Class Period” means the period from June 8, 2019 through the date of Preliminary
4 Approval of Class Action Settlement.

5 9. “Class Representative Enhancement Payment” means the amounts to be paid to Plaintiff
6 in recognition of her effort and work in prosecuting the Action on behalf of Class Members. Subject to the
7 Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all
8 appeals, Plaintiff will request Court approval of Class Representative Enhancement Payment of Seven
9 Thousand Five Hundred Dollars (\$7,500) to Plaintiff.

10 10. “Class Settlement Amount” means the gross settlement amount of Four Hundred
11 Thousand Dollars (\$400,000), to be paid by Defendant in full satisfaction of all claims alleged in the
12 Action, which includes all Individual Settlement Payments to Participating Class Members, the Labor and
13 Workforce Development Agency Payment, Plaintiff’s Class Representative Enhancement Payment,
14 Attorneys’ Fees and Costs, and Settlement Administration Costs. Any employer payroll taxes required by
15 law, including the employer FICA, FUTA, and SDI contributions will be paid separately from the Class
16 Settlement Amount by the employer. This Class Settlement Amount has been agreed to by Plaintiff and
17 Defendant based on the aggregation of the agreed-upon settlement value of individual claims. There will
18 be no reversion of the Class Settlement Amount to Defendant.

19 11. “Court” means Department 55 of the Los Angeles County Superior Court.

20 12. “Effective Date” shall be the later of (i) the 65th day after service of notice of entry of the
21 Final Approval and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or
22 writ is sought from the Final Approval or Judgment, the day after the Final Approval and Judgment are
23 affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval and Judgment are no
24 longer subject to further judicial review.

25 13. “Final Approval Hearing” means the hearing at which the Court shall determine whether
26 to fully and finally approve the fairness and reasonableness of this Agreement.

27 14. “Final Approval” means the Court’s Order granting final approval of the Settlement.
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1 15. “Individual Settlement Payment” means each Participating Class Member’s respective
2 share of the Net Settlement Amount.

3 16. “Labor and Workforce Development Agency Payment” means the payment of 75% of
4 the One Hundred Thousand Dollars (\$100,000) allocated to resolve the PAGA claims asserted in the
5 Action to the Labor and Workforce Development Agency, as set forth in Section 33, below.

6 17. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining
7 after deducting the Class Representative Enhancement Payment, the Labor and Workforce Development
8 Agency Payment, Attorneys’ Fees and Costs, and Settlement Administration Costs. The Net Settlement
9 Amount will be distributed to Participating Class Members. There will be no reversion of the Net
10 Settlement Amount to Defendant.

11 18. “Notice of Entry of Judgment” means a Notice of Entry of Judgment pursuant to Code of
12 Civil Procedure § 664.5(c) filed and served by Plaintiff.

13 19. “Notice of Objection” means a Class Member’s valid and timely written objection to the
14 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
15 name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection
16 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents
17 upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final
18 Approval Hearing. Any Class Member who does not submit a timely written objection to the Settlement
19 Administrator, or who fails to otherwise comply with the specific and technical requirements of this
20 section, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
21 Settlement, by appeal or otherwise. Class Members who submit Notices of Objection must make
22 themselves available for deposition.

23 20. “Participating Class Members” means all Class Members who do not submit timely and
24 valid Requests for Exclusion.

25 21. “Preliminary Approval” means the Court order granting preliminary approval of the
26 Settlement Agreement.

27 22. “Released Claims” means any and all causes of action, claims, rights, damages, punitive
28 or statutory damages, penalties, liabilities, expenses, and losses alleged in the operative complaint

1 including, but not limited to: (a) any alleged failure by Defendant (1) to pay wages, minimum wages, or
2 overtime; (2) to provide meal or rest periods; (3) to provide accurate wage statements to employees; (4) to
3 timely pay wages during employment; (5) to pay all wages due upon separation of employment; or (6) to
4 maintain payroll records; (b) any right or claim for civil penalties pursuant to the Labor Code Private
5 Attorneys General Act of 2004, California Labor Code § 2698 et seq., or any penalties arising under the
6 Labor Code or Wage Order based on the allegations in the Complaint or the alleged failures set forth in
7 (a)(1) through (a)(6) above; (c) any right or claim for unfair business practices in violation of California
8 Business & Professions Code § 17200 et seq. based on the allegations in the Complaint or alleged failures
9 set forth in (a)(1) through (a)(6) above; and (d) any violation of the California Labor Code arising from or
10 related to the conduct alleged in (a)(1) through (a)(6) above, including, without limitation, violation of
11 Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2698 et seq., or
12 any other state statute, rule and/or regulation (Wage Order), or similar causes of action that any Class
13 Member has or might have, known or unknown, of any kind whatsoever, that was alleged or could
14 reasonably have alleged out of the factual allegations in the complaint.

15 23. “Released Parties” means Defendant and their respective past, present, and future parents,
16 affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors,
17 board members, trustees, shareholders, members, employees, agents, attorneys, auditors, accountants,
18 benefits administrators or third-party administrators, experts, contractors, stockholders, representatives,
19 partners, insurers, reinsurers, and other persons acting on their behalf.

20 24. “Opt-Out Request” means a timely submission by a Class Member of an Opt-Out form, a
21 copy of which is attached hereto as **Exhibit B**.

22 25. “Response Deadline” means the deadline by which Class Members must submit to the
23 Settlement Administrator Opt-Out Requests or Notices of Objection to the Settlement. The Response
24 Deadline will be sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement
25 Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response
26 Deadline will be extended to the next day on which the U.S. Postal Service is open. Opt-Out Requests and
27 Notices of Objection must be postmarked on or before the Response Deadline.

1 31. Class Representative Enhancement Payment. In recognition of her effort and work in
2 prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any
3 application or motion for Class Representative Enhancement Payment of Seven Thousand Five Hundred
4 Dollars (\$7,500). The Class Representative Enhancement Payment will be paid from the Class Settlement
5 Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the
6 Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the
7 payments made pursuant to this paragraph.

8 32. Settlement Administration Costs. The Settlement Administrator will be paid for the
9 reasonable costs of administration of the Settlement and distribution of payments from the Class
10 Settlement Amount, which will be no more than Twenty-Five Thousand Dollars (\$25,000). These costs,
11 will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of
12 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Class Settlement
13 Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

14 33. PAGA Allocation. The Parties agree to allocate One Hundred Thousand Dollars
15 (\$100,000) from the Class Settlement Amount to the resolution of all claims arising under the California
16 Labor Code Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*,
17 "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA allocation, or Seventy-Five
18 Thousand Dollars (\$75,000), will be paid to the California Labor and Workforce Development Agency,
19 and the remaining Twenty Five Percent (25%) of the PAGA allocation, or Twenty Five Thousand Dollars
20 (\$25,000) will be allocated to the Net Settlement Amount.

21 34. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
22 Participating Class Members. No portion of the Net Settlement Amount will revert or be retained by
23 Defendant.

24 35. Individual Settlement Payment Calculations. Individual Settlement Payments will be
25 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
26 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be
27 made as follows:
28

1 (a) Defendant will calculate the total number of Workweeks worked by each Class Member
2 during the Class Period, and based on those calculations the Settlement Administrator will
3 calculate the aggregate total number of Workweeks worked by all Class Members during the
4 Class Period.

5 (b) To determine each Class Member's estimated "Individual Settlement Payment," the
6 Settlement Administrator will use the following formula: The Net Settlement Amount will be
7 divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each
8 Class Member's "Individual Settlement Payment" will be calculated by multiplying each
9 individual Class Member's total number of Workweeks by the Workweek Value.

10 (c) The Settlement Administrator shall be responsible for reducing Individual Settlement
11 Payments based on any required deductions for each Participating Class Members as specifically
12 set forth herein, including employee-side tax withholdings and deductions.

13 (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not
14 submit timely and valid Requests for Exclusion. If there are any timely and valid Requests for
15 Exclusion from members of the Plaintiff Class, the Settlement Administrator shall proportionately
16 increase the Individual Settlement Payment for each Participating Class Member according to the
17 number of Workweeks worked, so that the amount actually distributed to the Settlement Class
18 equals 100% of the Net Settlement Amount.

19 36. No Credit To Benefit Plans. The Individual Settlement Payments made to Participating
20 Class Members under this Settlement, as well as any other payments made pursuant to this Settlement,
21 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
22 Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans,
23 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
24 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to
25 which any Class Members may be entitled under any benefit plans.

26 37. Administration Process. The Parties agree to cooperate in the administration of the
27 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
28 administration of the Settlement.

1 38. Delivery of the Class List. Within fourteen (14) business days of Preliminary Approval,
2 Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

3 39. Notice by First-Class U.S. Mail. Within fifteen (15) days after receiving the Class List
4 from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular
5 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

6 40. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement
7 Administrator will perform a search based on the National Change of Address Database for information to
8 update and correct for any known or identifiable address changes. Any Class Notices returned to the
9 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
10 regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement Administrator
11 will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the
12 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
13 other search, using the name, address and/or Social Security number of the Class Member involved, and
14 will then perform a single re-mailing.

15 41. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
16 provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal
17 terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective Class
18 Member worked for Defendant during the Class Period; (v) each Class Member's estimated Individual
19 Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which
20 comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or Notices of
21 Objection; (viii) the deadlines by which the Class Member must mail Opt-Out Forms or Notices of
22 Objection to the Settlement Administrator; and (ix) the claims to be released.

23 42. Disputed Information on Class Notices. Class Members will have an opportunity to
24 dispute the employment dates and Workweeks information included in their Class Notices. To the extent
25 Class Members dispute their employment dates or their Workweeks, Class Members may produce
26 evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement
27 Administrator will resolve the dispute. Defendant's records will be presumed correct, but the Settlement
28 Administrator will evaluate the evidence submitted by the Class Member and will make the final decision

1 as to the merits of the dispute. All disputes will be resolved within 10 business days of the Response
2 Deadline.

3 43. Defective Submissions. If a Class Member's Opt-Out Forms is defective as to the
4 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
5 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
6 receiving the defective submission to advise the Class Member that his or her submission is defective and
7 that the defect must be cured to render the Opt-Out Forms valid. The Class Member will have until the
8 later of (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
9 whichever date is later, to mail a revised Opt-Out Form. If the revised Opt-Out Forms is not postmarked
10 within that period, it will be deemed untimely.

11 44. Opt Out Procedures. Any Class Member wishing to opt-out from the Settlement
12 Agreement must sign an Opt-Out Form and mail it to the Settlement Administrator so that it is postmarked
13 within the Response Deadline. In the case of Opt-Out Forms that are mailed to the Settlement
14 Administrator, the postmark date will be the exclusive means to determine whether an Opt-Out Form has
15 been timely submitted.

16 45. Option to Rescind the Settlement Agreement: Defendant may elect, at its option, to
17 rescind the Settlement if more than 5% of Class Members submit timely Requests for Exclusion. If
18 Defendant exercises their conditional right to rescind, it must do so by written communication to Class
19 Counsel that is received by Class Counsel within thirty (30) calendar days of the Response Deadline.

20 46. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
21 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Opt-Out
22 Form will be bound by all of its terms, including those pertaining to the Released Claims, as well as any
23 Judgment that may be entered by the Court if it grants final approval to the Settlement.

24 47. Objection Procedures. To object to the Settlement Agreement, a Class Member must mail
25 a Notice of Objection to the Settlement Administrator so that it is postmarked on or before the Response
26 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
27 required by this Settlement Agreement. The postmark date will be deemed the exclusive means for
28 determining whether a Notice of Objection is timely. Class Members who fail to object in the manner

1 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
2 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
3 Members who submit timely Notices of Objection will have a right to appear at the Final Approval
4 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
5 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
6 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
7 Class Members with respect to any such objections to this Settlement.

8 48. Certification Reports Regarding Individual Settlement Payment Calculations. The
9 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
10 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the
11 Settlement, and whether any Class Members have submitted a challenge to any information contained in
12 their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any
13 updated reports regarding the administration of the Settlement Agreement as needed or requested.

14 49. Distribution Timing of Settlement Payments. Distribution of the Settlement Payments
15 will be made in two installments and within twenty-one (21) calendar days after receipt of the Class
16 Settlement Amount: The first distribution, representing ½ of the Settlement Amount, within 10 days of
17 Final Approval; the second, representing the remaining ½ of the Settlement Amount, six months following
18 Final Approval. The Settlement Administrator will issue the Court-approved payments to: (i) Participating
19 Class Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiff; (iv) Class Counsel;
20 and (v) the Settlement Administrator.

21 50. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
22 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
23 more than 180 days after issuance will be remitted to the State's Unclaimed Wage Fund in the name of the
24 individual to whom the money is owed.

25 51. Certification of Completion. Upon completion of administration of the Settlement, the
26 Settlement Administrator will provide a written declaration under oath to certify such completion to the
27 Court and counsel for all Parties.
28

1 52. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
2 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
3 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five Percent (75%) will be
4 allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will be issued, if
5 required by applicable law.

6 53. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2,
8 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
9 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the
10 appropriate governmental authorities.

11 54. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
12 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
13 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
14 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
15 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
16 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
17 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
18 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
19 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
20 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
21 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
22 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
23 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
24 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
25 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
26 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
27 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
28 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH

1 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
2 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
3 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
4 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

5 55. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
6 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
8 right herein released and discharged.

9 56. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
10 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
11 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
12 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
13 likewise be treated as void from the beginning.

14 57. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
15 the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order.
16 The Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as
17 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
18 Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Class
19 Notice, which is attached hereto as **Exhibit A**. Class Counsel shall provide Defendant's counsel with a
20 reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the
21 settlement before the motion and supporting papers are filed with the Court. Notwithstanding the
22 foregoing, Defendant may, without opposing the preliminary approval motion, advise the Court if
23 Defendant disagrees with any of the factual statements included by the Named Plaintiff in the motion and
24 supporting papers. Defendant's counsel will meet and confer with Class Counsel regarding any factual
25 statements it disputes before notifying the Court of any disputes.

26 58. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
27 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
28 Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the

1 Settlement Agreement along with the amounts properly payable for: (i) Individual Settlement Payments;
2 (ii) the Labor and Workforce Development Agency Payment; (iii) the Class Representative Enhancement
3 Payment; (iv) Attorneys' Fees and Costs; and (v) all Settlement Administration Costs. The Final
4 Approval Hearing will not be held earlier than thirty (30) days after the Response Deadline. Class
5 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel
6 will also be responsible for drafting the attorneys' fees and costs application to be heard at the final
7 approval hearing.

8 59. Release by the Settlement Class. Upon the Effective Date and conditioned upon full
9 satisfaction of the payment obligations in paragraph 49, all Participating Class Members will be deemed to
10 have released the Released Claims.

11 60. Confidentiality.

12 (a) The Named Plaintiff and Class Counsel agree that they shall not discuss, answer
13 questions about, promote, or publicize the filing of this Action, the Parties' settlement, this
14 Agreement and its terms, or the negotiations leading to this Agreement with anyone other than the
15 Court or those individuals necessary to effectuate the terms of the Agreement. The Named
16 Plaintiff and Class Counsel further agree that, after the preliminary approval hearing, they will
17 only respond to inquiries by stating that the Action "has been resolved by the Parties" or words of
18 similar effect. The prohibition set forth in this Paragraph includes, but is not limited to: (i)
19 publications on any website (including, without limitation, publishing on any Twitter account,
20 Facebook, or blog) of the amount or terms of the settlement, with or without identifying
21 information; and (ii) the submission of information to Verdicts & Settlements or any other
22 publication that summarizes the results of jury verdicts and settlements. This paragraph does not
23 apply to or preclude Plaintiff from submitting the Settlement to the Labor and Workforce
24 Development Agency website as required under PAGA.

25 (b) Notwithstanding the foregoing, Named Plaintiff and Class Counsel may disclose
26 the terms of this Agreement to their spouses and those persons to whom disclosure is necessary for
27 the preparation of tax returns and other financial reports, each of whom will be advised of its
28 confidentiality and agree to be bound by this confidentiality provision. In addition, Named

1 Plaintiff and Class Counsel may disclose the terms of this Agreement to persons to whom
2 disclosure is ordered by a court of competent jurisdiction or otherwise required by law. In
3 addition, Class Counsel may respond to questions received from, and discuss any aspect of this
4 Agreement with, Class Members.

5 (c) Named Plaintiff and Class Counsel agree that all data and information informally
6 produced by Defendant in connection with the mediation of the Action will be maintained in
7 confidence, and will not be shared with any other persons or entities, other than as necessary to
8 obtain preliminary or final approval of the Settlement.

9 61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
10 Court or after the Final Approval Hearing, the Parties will present the Judgment to the Court for its
11 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
12 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement
13 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as
14 set forth in this Settlement Agreement.

15 62. Exhibit Incorporated by Reference. The terms of this Settlement Agreement include the
16 terms set forth in the attached Exhibit, which is incorporated by this reference as though fully set forth
17 herein. Any Exhibit to this Settlement Agreement is an integral part of the Settlement.

18 63. Entire Agreement. This Settlement Agreement and attached Exhibits constitute the
19 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
20 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
21 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to
22 be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
23 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
24 the terms of this Settlement Agreement.

25 64. Amendment or Modification. No amendment, change, or modification to this Settlement
26 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

27 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement

1 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
2 this Settlement Agreement to effectuate its terms and to execute any other documents required to
3 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
4 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
5 reach agreement on the form or content of any document needed to implement the Settlement, or on any
6 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
7 may seek the assistance of the Court to resolve such disagreement.

8 66. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
9 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 67. California Law Governs. All terms of this Settlement Agreement and Exhibit hereto will
11 be governed by and interpreted according to the laws of the State of California.

12 68. Execution and Counterparts. This Settlement Agreement is subject only to the execution
13 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them, including facsimile and scanned copies of the signature page, will
15 be deemed to be one and the same instrument provided that counsel for the Parties will exchange among
16 themselves original signed counterparts.

17 69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
18 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
19 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
20 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
21 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
22 fairness and reasonableness of this Settlement.

23 70. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
24 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
25 consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and
26 enforceable.

27 71. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
28 either party may appeal any court order that materially alters the Settlement Agreement's terms.

1 72. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
2 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
3 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or
4 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
5 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
6 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
7 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
8 negotiations connected with it, will be construed as an admission or concession by Defendant of any such
9 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce
10 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or
11 received as evidence in any action or proceeding to establish any liability or admission on the part of
12 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance
13 with, federal, state, local or other applicable law.

14 73. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
15 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
16 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17 74. Enforcement Actions. In the event that one or more of the Parties institutes any legal
18 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or
19 to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to
20 recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
21 witness fees incurred in connection with any enforcement actions.

22 75. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
23 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
24 more strictly against one party than another merely by virtue of the fact that it may have been prepared by
25 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between
26 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

27 76. Representation By Counsel. The Parties acknowledge that they have been represented by
28 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this

1 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
2 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

3 77. All Terms Subject to Final Court Approval. All amounts and procedures described in this
4 Settlement Agreement herein will be subject to final Court approval.

5 78. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
6 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
7 Settlement Agreement.

8 79. Binding Agreement. The Parties warrant that they understand and have full authority to
9 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
10 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any
11 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
12 might apply under federal or state law.

13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15 Dated: 1/19/2021

DocuSigned by:


7B7AA37E603640E...
16 Plaintiff DENISHA JOHNSON

17 **DEFENDANT**

18 Dated: _____

19 Defendant ROUTE 66 POST ACUTE, LLC
20 Claudia Alcaino Risk Manager

1 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and
2 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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11 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise
12 might apply under federal or state law.

13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15 Dated: _____

16 Plaintiff DENISHA JOHNSON _____

17 **DEFENDANT**

18 Dated: January 25, 2021

19  _____
20 Defendant ROUTE 66 POST ACUTE, LLC
21 Claudia Alcaino Risk Manager

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APPROVED AS TO FORM

KOUL LAW

Dated: January 25, 2021

By: 

Nazo Koulloukian, Esq.
Attorneys for Plaintiff DENISHA JOHNSON

LEWIS BRISBOIS BISGAARD & SMITH, LLP

Dated: January 11, 2021

By: 

Joseph R. Lordan
Sumy Kim
Attorneys for Defendant ROUTE 66 POST ACUTE,
LLC