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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 12 2015  
Sherri R. Carter, Executive Officer/Clerk  
By Steve Temblador, Deputy

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

11  
12 CHRISTOPHER B. CHANDLER, Heir of and  
13 Successor in Interest to DORIS CHANDLER,  
14 deceased, individually and on behalf of a class  
15 of similarly situated people; DENISE EWELL,  
16 Heir of and Successor in Interest to ROBERT  
17 ROSE; MILDRED DeJESUS, Heir of and  
18 Successor in Interest to JOSE F. DE JESUS,

19 Plaintiffs,

20 vs.

21 LONG BEACH CARE CENTER, INC.; THE  
22 PALMCREST GRAND CARE CENTER,  
23 INC.; TORRANCE CARE CENTER WEST,  
24 INC.; TORRANCE CARE CENTER EAST,  
25 INT.; VICKI P. ROLLINS; WILLIAM A.  
26 NELSON; ROLLINS-NELSON  
27 HEALTHCARE MANAGEMENT  
28 COMPANY, INC., ROLLINSNELSON LTC  
CORP., DOES 1 through 25, and and DOES  
28 through 75,

Defendants.

Case No. BC403866

STIPULATION AND [PROPOSED] ORDER  
GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT RE:  
TORRANCE CARE CENTER EAST, INC. AND  
TORRANCE CARE CENTER WEST, INC.

Assigned to Hon. Ernest M. Hiroshige, Dept. 54

COPY

1 **STIPULATION**

2 WHEREAS on July 14, 2015, the Court heard Plaintiffs Denise Ewell and Mildred DeJesus'  
3 (collectively, "Plaintiffs") Motion for an Order Granting Preliminary Approval of Settlement  
4 Agreement with Torrance Care Center East, Inc. and Torrance Care Center West, Inc. ("Motion for  
5 Preliminary Approval of Settlement");

6 WHEREAS on July 14, 2015, the Court granted Plaintiffs' Motion for Preliminary Approval of  
7 Settlement;

8 WHEREAS the parties acknowledge that the Injunction presented to the Court in the Motion for  
9 Preliminary Approval of Settlement did not include Exhibit 1 referenced in Paragraph 5 of the  
10 Injunction, exemplars of staffing documents such as Daily Staffing Schedule and Daily Assignment  
11 Sheets, and therefore agree that Exhibit D attached hereto may be included as Exhibit 1 to the  
12 Injunction;

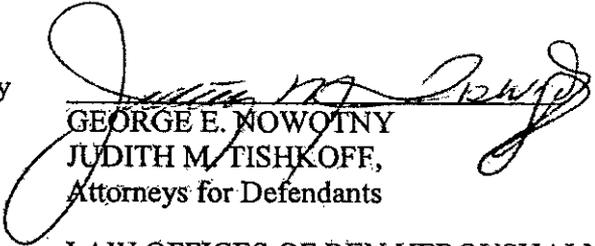
13 WHEREAS through the execution of the instant stipulation, all parties demonstrate their  
14 approval of the instant proposed Order and the Court will have no need to hold the Order for a period of  
15 time;

16 THEREFORE, the parties stipulate that Plaintiffs and Defendants have reviewed the proposed  
17 Order as set forth below and approve of the proposed Order in its entirety.

18 DATED: July 30, 2015

LEWIS BRISBOIS BISGAARD & SMITH, LLP

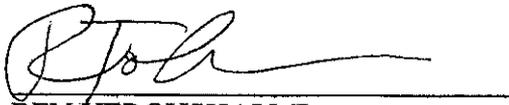
19  
20  
21 By

  
GEORGE E. NOWOTNY  
JUDITH M. TISHKOFF,  
Attorneys for Defendants

22  
23 DATED: July 30, 2015

LAW OFFICES OF BEN YEROUSHALMI

24  
25  
26 By

  
BEN YEROUSHALMI  
RODNEY TOLENTINO,  
Attorneys for Plaintiffs Denise Ewell and Mildred  
DeJesus

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**[PROPOSED] ORDER**

NOW THEREFORE, having read and considered the *Stipulation of Settlement* attached hereto as Exhibit A ("Settlement Agreement") between the Plaintiffs and Defendants named in the Operative Complaint and Exhibits thereto, and the Stipulation above, IT IS HEREBY ORDERED:

1. This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement. To the extent that any inconsistencies exist between this Order and the Settlement Agreement (including Exhibits thereto), the terms of the Settlement Agreement shall control.

2. The Law Offices of Ben Yeroushalmi, APC and Yeroushalmi & Associates shall represent the Class in this lawsuit as "Plaintiffs' Class Counsel." Any Class member may enter an appearance in this lawsuit, at their own expense, either individually or through counsel of their own choice. However, if they do not enter an appearance, they will be represented by Plaintiffs' Class Counsel.

3. Denise Ewell, heir of and successors-in-interest to Mr. Robert Rose, deceased (as class representative for residents of TCCW), and Mildred DeJesus, heir of and successor-in-interest to Mr. Jose F. De Jesus (as class representative for residents of TCCE), shall represent the Class in this lawsuit as "Representative Plaintiffs."

4. The Court hereby preliminarily approves the settlement as set forth in the Settlement Agreement as being in the range of reasonableness of a settlement that could ultimately be granted final approval by the Court.

5. The Settlement Administrator shall be Gilardi & Co. LLC.

6. A Final Approval Hearing shall be held on **October 27, 2015** at 8:30 a.m. before the Honorable Ernest M. Hiroshige in Department 54 of the Los Angeles Superior Court, Stanley Mosk Courthouse, Los Angeles, California located at 111 North Hill Street, Los Angeles, CA 90012. The purpose of the Final Approval Hearing will be to determine whether: (a) the proposed Settlement Agreement and the consideration to the Class described in section V.A of the Settlement Agreement

1 should be finally approved by the Court as fair, reasonable and adequate; (b) any objections to the  
2 Settlement should be overruled; (c) the Attorneys' Fees and Costs sought by Plaintiffs' Class Counsel  
3 should be approved in the amounts requested; (d) the settlement of the individual claims is fair,  
4 reasonable, and adequate; and (e) the Judgment of Dismissal With Prejudice dismissing the action - as  
5 the action pertains to allegations of conduct taking place at Torrance Care Center East, Inc. and Torrance  
6 Care Center West, Inc. - with prejudice should be entered.

7 7. The Court hereby approves, as to form and content, the Class Notice attached hereto as  
8 Exhibit B.

9 8. The procedure for mailing and distributing the Notice to the Class members shall be as  
10 follows: By August 25, 2014, the Defendants shall mail or cause to be mailed by the Settlement  
11 Administrator, by U.S. Mail to the last known address of record for each member of the Class, the  
12 Class Notice attached hereto as Exhibit B. Prior to serving the Class Notice, the third party Settlement  
13 Administrator to be selected by Class Counsel shall conduct a National Updated Address Search to  
14 obtain the most updated contact information on the class members to insure accuracy in service.  
15

16 9. The Court finds that dissemination of the Class Notice in the manner set forth in this  
17 Order meets the requirements of California Code of Civil Procedure section 382 and California Rule of  
18 Court 3.769(f) and due process and constitutes the best notice practicable under the circumstances and  
19 shall constitute due and sufficient notice to all persons entitled thereto.

20 10. Any Class member who wishes to participate in the Settlement may submit a Claim  
21 Form (included within the Class Notice attached hereto as Exhibit B) in the manner as set forth on the  
22 Claim Form, to the address listed on the Claim Form. In order to be valid, the Claim Form must be  
23 postmarked no later than September 24, 2015.

24 11. The Court hereby approves, as to form and content, the form attached hereto as Exhibit  
25 C, whereby any Class member can request exclusion from the Class (hereinafter, "Opt-out Form").  
26 The Opt-out Form shall be included in the mailing of the Class Notice attached hereto as Exhibit B.

27 12. Any Class members may request exclusion from the Class by mailing the Opt-out Form  
28 attached hereto as Exhibit C to the third party Settlement Administrator. In order to be valid, the Opt-

1 out Form must be postmarked no later than **September 24, 2015**. If the Class member submits a valid  
2 and timely request for exclusion, such person shall have no rights under the Settlement Agreement, will  
3 not be entitled to any payment pursuant to the Settlement Agreement and will not be bound by the  
4 Settlement Agreement or Judgment of Dismissal with Prejudice.

5 13. Any Class member who wishes to object to all or any party of the proposed Settlement  
6 must file written objections with the Clerk of the Court of the Los Angeles County Superior Court in  
7 the manner set forth in the Class Notice by **September 14, 2015**. In addition, Class members who wish  
8 to appear at the Final Approval Hearing must so state in their objection. All objections must also be  
9 served on both Plaintiffs' Class Counsel and Defendants' Counsel as follows:

10 To Plaintiffs' Class Counsel:

11 Law Offices of Ben Yeroushalmi, APC  
12 c/o Rodney Tolentino  
13 9100 Wilshire Blvd., Suite 240W  
14 Beverly Hills, CA 90212

15 To Defendants' Counsel:

16 Lewis Brisbois Bisgaard & Smith, LLP  
17 c/o George Nowotny  
18 633 W. 5<sup>th</sup> Street, Suite 4000  
19 Los Angeles, CA 90071

20 Only Class members who have timely filed and delivered properly completed written notices of their  
21 intent to appear will be entitled to be heard at the Final Approval Hearing unless the Court orders  
22 otherwise. Any Class member who does not make his or her objection in the manner provided for  
23 herein shall be deemed to have waived such objection and shall forever be foreclosed from making any  
24 objection to the fairness or adequacy of the proposed Settlement or to the award of Attorneys' Fees and  
25 Costs to Plaintiffs' Class Counsel unless otherwise ordered.

26 14. All papers in support of the motion for final approval of the Settlement Agreement and  
27 any request by Plaintiffs' Class Counsel for final approval of Attorneys' Fees and Costs shall be filed  
28 by **October 2, 2015**.

1           15.     The Court reserves the right to adjourn the date of the Final Approval Hearing without  
2 further notice to the Class members, and retains jurisdiction to consider all further applications arising  
3 out of or connected with the proposed Settlement Agreement.

4           16.     Pending the Court's ruling at the Final Approval Hearing, neither the named Plaintiffs,  
5 Class members, and any other person or entity, or any of them, whether directly, representatively, or in  
6 any other capacity, whether or not such persons have appeared in the lawsuit, shall institute or  
7 prosecute any of the matters referenced as Released Claims in the Settlement Agreement.

8           17.     Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the  
9 negotiations or proceedings connected with it shall be construed in this action or any other lawsuit as an  
10 admission or concession by Defendants of the truth of any of the allegations in this action, or of any  
11 liability, fault or wrongdoing of any kind.

12  
13 IT IS SO ORDERED.

14                           AUG 12 2015

15 Dated: \_\_\_\_\_, 2015

Ernest M. Hiroshige

\_\_\_\_\_  
Honorable Ernest M. Hiroshige  
Judge of the Superior Court

# EXHIBIT A

1 LAW OFFICES OF BEN YERUSHALMI &  
YERUSHALMI ASSOCIATES  
2 Ben Yeroushalmi (SBN 232540) Reuben Yeroushalmi (SBN  
Daniel D. Cho (SBN 105409) 193981)  
3 Tanaz Rostami (SBN 253184) Peter Sato (SBN 238486)  
4 Rodney Tolentino (SBN 273727) Jason Gianvecchio (SBN 276587)  
9100 Wilshire Blvd., Suite 240W 9100 Wilshire Blvd., Suite 240W  
5 Beverly Hills, CA 90212 Beverly Hills, CA 90212  
Tel: 310-623-1926 Tel: 310-623-1926  
6 Fax: 310-623-1930 Fax: 310-623-1930

7 Attorneys for Plaintiff DENISE EWELL and MILDRED DeJESUS

8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 CHRISTOPHER B. CHANDLER, Heir of and  
Successor in Interest to DORIS CHANDLER,  
12 deceased, individually and on behalf of a class  
of similarly situated people; DENISE EWELL,  
13 Heir of and Successor in Interest to ROBERT  
ROSE; MILDRED DeJESUS, Heir of and  
14 Successor in Interest to JOSE F. DE JESUS,

15  
16 vs. Plaintiffs,

17 LONG BEACH CARE CENTER, INC., THE  
PALMCREST GRAND CARE CENTER, INC.,  
18 TORRANCE CARE CENTER WEST, INC.,  
TORRANCE CARE CENTER EAST, INC.,  
19 VICKI P. ROLLINS, WILLIAM A. NELSON,  
20 ROLLINS-NELSON HEALTHCARE  
MANAGEMENT COMPANY, INC.,  
21 ROLLINSNELSON LTC CORP., DOES 1  
through 25, and DOES 28 through 75,

22  
23 Defendants.

CASE NO. BC403866

**STIPULATION OF SETTLEMENT**

Assigned to Hon. Ernest M. Hiroshige, Dept. 54

24 This Stipulation of Settlement is made and entered into by and among Plaintiffs Denise Ewell,  
25 successor in interest to Robert Rose, and Mildred DeJesus, successor in interest to Jose F. De Jesus,  
26 on behalf of others similarly situated (the "Plaintiffs and or Representative Plaintiffs"); and the  
27 Settling Defendants as defined below, by and through their counsel of record in the Litigation.

28

1 The Stipulation of Settlement is intended by the Parties to settle and compromise the  
2 Litigation as to the Settling Defendants only, and only with respect to allegations against the Settling  
3 Defendants of conduct taking place at Torrance Care Center East, Inc. (“TCCE”) and Torrance Care  
4 Center West, Inc. (“TCCW”) only. The Litigation against the Settling Defendants, with respect to  
5 allegations of conduct taking place at TCCE and TCCW, shall be dismissed with prejudice in its  
6 entirety, to fully, finally and forever resolve, discharge and settle the Released Claims, as defined  
7 below, according to the terms and conditions set forth herein. The Stipulation of Settlement is  
8 expressly subject to the preliminary and final approval of the Court.

9 **I. DEFINITIONS**

10 Wherever used in this Stipulation of Settlement, the following terms shall have the meanings  
11 specified below:

12 1. “**Class**” means all persons who resided in TCCE and TCCW, which were owned or  
13 operated by one or more of the Settling Defendants during the Class Periods described below, and  
14 also includes the family members, legal representatives, or “Successors in Interest” of said persons.  
15 Excluded from the Class are any of the Defendants’ employees, officers, and directors; legal  
16 representatives, successors, and assigns; any entity in which one or more of the Defendants has a  
17 controlling interest; any judge to whom the Litigation is assigned and all members of his or her  
18 immediate family; and all persons who timely and validly request exclusion from the Class pursuant  
19 to the Class Notice disseminated in accordance with the Preliminary Approval Order pursuant to the  
20 procedure for such exclusion set forth herein.

21 2. “**Class Counsel**” means the Representative Plaintiffs’ counsel of record in the  
22 Litigation, on behalf of all Class Members:

23 Ben Yeroushalmi  
24 Tanaz Rostami  
25 Rodney Tolentino  
26 LAW OFFICES OF BEN YERUSHALMI  
27 9100 Wilshire Blvd., Suite 240W  
28 Beverly Hills, CA 90212

27 //  
28 //

1 Reuben Yeroushalmi  
Peter Sato  
2 Jason Gianvecchio  
YEROUSHALMI & ASSOCIATES  
3 9100 Wilshire Blvd., Suite 240W  
Beverly Hills, CA 90212  
4

5 3. “**Class Notice**” means the “**Notice of Class Action Settlement**,” substantially in the  
6 form of **Exhibit “B”** attached hereto, to be disseminated by mail in accordance with the Preliminary  
7 Approval Order, informing Persons who fall within the Class of, among other things, the pendency of  
8 the Litigation, the material terms of the proposed Settlement, and their options with respect thereto.

9 4. “**Class Period**” means as follows: from February 9, 2008 through and including July  
10 15, 2013 for residents of Torrance Care Center East, Inc. and Torrance Care Center West, Inc.

11 5. “**Complaint**” means the Individual and Class Action Complaint filed in this Court by  
12 Plaintiff Christopher B. Chandler on December 15, 2008. “First Amended Complaint” means the  
13 First Amended Individual and Class Action Complaint filed in this Court by Plaintiff Christopher B.  
14 Chandler on February 9, 2011. The “Second Amended Complaint” means the Second Amended  
15 Individual and Class Action Complaint filed in this Court by Plaintiff Christopher B. Chandler on  
16 October 11, 2011. The “Third Amended Complaint” means the Third Amended Individual and Class  
17 Action Complaint filed in this Court by Plaintiff Christopher B. Chandler on July 18, 2012. The  
18 “Fourth Amended Complaint” means the Fourth Amended Individual and Class Action Complaint  
19 filed in this Court by the Plaintiff Christopher B. Chandler and Representative Plaintiffs on July 17,  
20 2013. “**Operative Complaint**”, as used throughout the settlement approval proceedings, shall refer to  
21 the Fourth Amended Complaint.

22 6. “**Court**” means the Honorable Judge Ernest M. Hiroshige in Department 54 of the Los  
23 Angeles Superior Court, before whom the Litigation is pending, or any other Judge and/or  
24 Department to which this case is assigned or heard in the future.

25 7. “**Settling Defendants**” means and includes Torrance Care Center East, Inc., Torrance  
26 Care Center West, Inc., Vicki P. Rollins, William A. Nelson, Rollins-Nelson Healthcare Management  
27 Company, Inc., and Rollinsnelson Ltc Corp.  
28

1           8.        “**Effective Date**” means the first date by which all of the events and conditions  
2 specified in ¶(V)(H)(1) of this Stipulation have been met and have occurred.

3           9.        “**Facility**” or “**Facilities**” means: TORRANCE CARE CENTER EAST, INC. and  
4 TORRANCE CARE CENTER WEST, INC. only.

5           10.      “**Final**” means (a) if no appeal from the Judgment is filed, the date of expiration of the  
6 time for the filing or noticing of any appeal from the Judgment; or (b) if an appeal from the Judgment  
7 is filed, and the Judgment is affirmed or the appeal dismissed by a judgment or order of the California  
8 Court of Appeal (“Appellate Judgment”), thirty days after the date of such affirmance or dismissal; or  
9 (c) if a petition for review of the Appellate Judgment is filed and denied, the date the petition is  
10 denied; or (d) if a petition for review of the Appellate Judgment is filed and granted, or the California  
11 Supreme Court orders review of the Appellate Judgment on its own motion, and the Appellate  
12 Judgment is affirmed or the review proceeding dismissed, and no petition for a writ of certiorari with  
13 respect to the California Supreme Court’s judgment affirming the Appellate Judgment or dismissing  
14 the review proceeding (“Review Judgment”) is filed, the date of expiration of the time for the filing of  
15 such a petition for a writ of certiorari; or (e) if such a petition for a writ of certiorari is filed and  
16 denied, the date the petition is denied; or (f) if such a petition for a writ of certiorari is filed and  
17 granted, the date of final affirmance of the Review Judgment or final dismissal of the review  
18 proceeding initiated by the petition for a writ of certiorari; or (g) should there be no objections to the  
19 settlement filed and ultimately ruled upon by the Court, the date of final approval of the settlement by  
20 the Court.

21           11.      “**Final Approval Hearing**” means the hearing(s) to be held by the Court to consider  
22 and determine whether the proposed settlement of the Litigation as contained in this Stipulation  
23 should be approved as fair, reasonable, and adequate, and whether the Judgment approving the  
24 settlement contained in this Stipulation should be entered.

25           12.      “**Judgment**” means the Judgment, Final Order and Decree to be entered by the Court,  
26 substantially in the form attached hereto as **Exhibit “D”** (without exhibits).

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1           13.     “**Litigation**” means and refers to the case filed by Plaintiff Christopher B. Chandler on  
2 December 15, 2008 in the Los Angeles Superior Court, case No. BC 403866 which also includes the  
3 Complaints defined in ¶ 5.

4           14.     “**Person**” means an individual, corporation, general partnership, limited partnership,  
5 association, joint stock company, estate, legal representative, trust, unincorporated association,  
6 government or any political subdivision or agency thereof, and any business or legal entity and their  
7 spouses, heirs, predecessors, successors, representatives, or assigns.

8           15.     “**Preliminary Approval Order**” means the Order re Preliminary Approval of Class  
9 Action Settlement, substantially in the form of **Exhibit E** hereto (without exhibits), preliminarily  
10 approving this Stipulation, providing for notification to the Settlement Class of the Notice of Class  
11 Action Settlement, substantially in the form of **Exhibit “B” hereto**, and seeking the scheduling of the  
12 Settlement Hearing.

13           16.     “**Released Claims**” means and includes any and all claims which the Representative  
14 Plaintiffs and/or any member of the Class, including their respective predecessors, successors, agents,  
15 representatives, executors, administrators, decedents, dependents, heirs, beneficiaries, attorneys,  
16 employees, assignors and assignees, ever had or now has under Health & Safety Code §1430(b) or the  
17 Consumer Legal Remedies Act (Civil Code §1750, et seq.), both of which are predicated only on  
18 violations of nursing staffing requirements as set forth in Health & Safety Code §§1276.5 or  
19 1599.1(a). This Release extends only to claims arising from the operations of Torrance Care Center  
20 East, Inc. and Torrance Care Center West, Inc. during the respective Class Periods listed in ¶4 of the  
21 instant “Definitions” section above. This Release does not extend to claims predicated on violations  
22 of any other federal or state laws or regulations (or any other “Patients Rights” under Health & Safety  
23 Code §1430(b)) even when such violations may have caused or contributed to insufficient staffing.  
24 Individual personal injury claims are specifically excluded from this definition. This Release in no  
25 way limits any individual claim for personal injuries, emotional injuries, physical injuries or wrongful  
26 death, even in cases where the personal injury, etc., stems in whole or in part from understaffing of a  
27 skilled nursing facility. Further specifically excluded from the definition of Released Claims are any  
28 claims under Business and Professions Code §§ 17200, et seq. and 17500 et seq., which were earlier  
resolved in favor of Settling Defendants or by earlier order of the Court.

1           17.     “**Released Persons**” means only the following named defendants in the “Fourth  
2 Amended Complaint”, namely, Torrance Care Center East, Inc., Torrance Care Center West, Inc.,  
3 Vicki P. Rollins, William A. Nelson, Rollins-Nelson Healthcare Management Company, Inc., and  
4 Rollinsnelson Ltc Corp., and only for conduct allegedly occurring at TCCE and TCCW, and each of  
5 them, and each and all of their respective current and former employees, officers, directors,  
6 corporations, companies, Limited Liability Companies, affiliates, related entities, partnerships,  
7 principals, managing agents, agents, attorneys, insurers, past, present and future divisions,  
8 predecessors, successors, shareholders, trusts, trustees, representatives, administrators, fiduciaries,  
9 heirs, beneficiaries, assigns, subrogees, executors, partners, parents, subsidiaries, parent and  
10 subsidiary entities and/or privies.

11           18.     “**Representative Plaintiffs**” means the named plaintiffs and putative class  
12 representative Jose F. De Jesus, by and through his heir and successor in interest Mildred DeJesus;  
13 Robert Rose, by and through his heir and successor in interest Denise Ewell; and all of their agents,  
14 attorneys, insurers, predecessors, successors in interest, heirs, employees, trustees, representatives,  
15 administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, relatives,  
16 and/or privies.

17           19.     “**Request for Exclusion**” means a written request by a Settlement Class Member to be  
18 excluded from the Settlement Class.

19           20.     “**Settling Parties**” means only the Settling Defendants and Representative Plaintiffs,  
20 collectively.

21           21.     “**Stipulation**” means this Stipulation of Settlement, including its attached exhibits,  
22 which are incorporated herein by reference.

23 **II.     RECITALS**

24           1.     Representative Plaintiffs were at all times relevant hereto individuals residing in the  
25 State of California.

26           2.     Settling Defendants are in the business of owning, operating and/or managing skilled  
27 nursing and/or long term care facilities in the State of California, or have been alleged by the  
28 Representative Plaintiffs to be in some manner affiliated with other persons or entities who are

1 engaged in the business of owning, operating and/or managing long term care facilities in the State of  
2 California.

3           3.       On December 15, 2008, Plaintiff Christopher B. Chandler filed an Individual and Class  
4 Action Complaint in the above captioned proceeding (“Complaint.”) The Complaint asserted the  
5 following causes of action as Individual Claims: (1) Elder Abuse (Pursuant to the Elder Adult and  
6 Dependant Adult Civil Protection Act - Welfare and Institution Code sections 15600 *et seq.*); (2)  
7 Negligence; (3) Willful Misconduct; (4) Constructive Fraud; and (5) Fraud by Misrepresentation. The  
8 Complaint asserted the following causes of action on a class basis: (6) Violations of California  
9 Consumer Legal Remedies Act, Civil Code section 1770 *et seq.*; (7) Violation of Patient’s rights  
10 (Health & Safety Code section 1430); (8) Violations of Business and Professions Code §§ 17200, *et*  
11 *seq.*; and (9) Violations of Business and Professions Code §§ 17500, *et seq.*<sup>1</sup>. On December 15, 2008,  
12 the above captioned proceeding was assigned the Honorable Judge Ernest M. Hiroshige in  
13 Department 54 of the Los Angeles Superior Court (hereinafter referred to as the “Court”).

14           4.       The Complaint was amended by the First Amended Complaint, filed in the above  
15 captioned proceeding on February 9, 2011, the effect of which was to add TCCE and TCCW, along  
16 with additional defendant The Palmcrest Grand Care Center, Inc. to the instant action.

17           5.       The First Amended Complaint was amended by the Second Amended Complaint, filed  
18 in the above captioned proceeding on October 11, 2011.

19           6.       The Second Amended Complaint was amended by the Third Amended Complaint, filed  
20 in the above captioned proceeding on July 18, 2012, the effect of which was to clarify the Plaintiff as  
21 Christopher B. Chandler, as heir of and successor in interest to Doris Chandler.

22           7.       The Third Amended Complaint was amended by the Fourth Amended Complaint, filed  
23 in the above captioned proceeding on July 17, 2013, the effect of which was to add Representative  
24 Plaintiffs to represent the residents of defendants Torrance Care Center East, Inc. and Torrance Care  
25

26 <sup>1</sup> The eighth (8<sup>th</sup>) and ninth (9<sup>th</sup>) causes of action, alleging, respectively, violations of Business and  
27 Professions Code §§ 17200, *et seq.* and 17500, *et seq.*, were dismissed by order of the Court upon duly  
28 noticed motions opposed by Plaintiff.

1 Center West, Inc. Representative Plaintiff Mildred DeJesus, heir of and successor in interest to Jose F.  
2 De Jesus, represents residents of TCCE. Representative Plaintiff Denise Ewell, heir of and successor in  
3 interest to Robert Rose, represents residents of TCCW. (Collectively, the Plaintiffs' Individual and  
4 Class Action Complaint and Fourth Amended Complaint, and together with all alleged causes of action,  
5 shall hereinafter be referred to as the "Plaintiffs' Action" and or "Litigation").

6 8. On April 27, 2010, Plaintiff Christopher B. Chandler filed a Motion for Class  
7 Certification on behalf of residents of Long Beach Care Center, Inc. ("LBCC") and as to the Sixth  
8 (6<sup>th</sup>) cause of action for Violations of California Consumer Legal Remedies Act, Civil Code section  
9 1770 et seq. and the Seventh (7<sup>th</sup>) Cause of Action for Violations of Patient's rights (Health & Saf  
10 Code section 1430). On May 21, 2010, the Court tentatively denied Plaintiffs' Motion for Class  
11 Certification in its entirety. However, the Court continued the hearing to allow the Court to review  
12 Plaintiff Christopher B. Chandler's reply papers. On June 25, 2010, the Court tentatively maintained  
13 its denial of class certification. Upon oral argument, the Court took the Motion for Class Certification  
14 under submission. The Court later continued the hearing for class certification and ordered  
15 supplemental briefing. On September 28, 2010, the Court tentatively granted class certification as to  
16 the Health and Safety Code section 1430 cause of action and denied certification as to the Consumer  
17 Legal Remedies Act ("CLRA") claim. After oral argument, the Court again took the matter under  
18 submission. On November 1, 2010, the Court issued a ruling granting certification as to both the  
19 CLRA claim and the Health and Safety Code section 1430 claim. Defendant LBCC filed a petition  
20 for writ of mandate with the Second Appellate District challenging the Court's order granting the  
21 Motion for Class Certification as to the 6<sup>th</sup> and 7<sup>th</sup> causes of action. After considering seven amici  
22 curiae briefs and responsive briefs from various parties, on June 3, 2011, the Second Appellate  
23 District issued an Order denying LBCC's petition. Defendant LBCC petitioned the California  
24 Supreme Court for review of the Court of Appeal's order. The Supreme Court denied this petition on  
25 July 27, 2011.

26 9. On October 27, 2014, Representative Plaintiffs filed a Motion to Amend Class  
27 Certification Order ("Motion to Amend") to add the residents of TCCE and TCCW to the class  
28 described in the immediately preceding paragraph for the Sixth and Seventh Causes of Action. On

1 December 4, 2014, the Court granted this Motion to Amend as to the residents of TCCE and TCCW.  
2 As a result, the currently certified class in the instant action includes all persons who resided in TCCE  
3 and/or TCCW from February 9, 2008 through July 15, 2013 as to both the Sixth and Seventh Causes  
4 of Action.

5 10. On December 5, 2011, the Parties engaged in a full day mediation session before  
6 Carolyn Vincent, Esq., at ADR Services, Inc. in Los Angeles. A second full day mediation session  
7 was held with the Honorable Judge Alexander Williams, a retired Los Angeles Superior Court judge  
8 on November 27, 2012 at ADR Services, Inc. in Los Angeles. Aside from mediating in person, the  
9 Parties conducted dozens of additional conference calls and email communications with and without  
10 the participation of the mediators intended to further the process of the global resolution of the claims  
11 resolved through the instant Stipulation and the concurrent Individual Settlement. At all times, the  
12 negotiations were at arms length, hard fought, and contentious.

13 11. All parties engaged in extensive discovery aimed at furthering their respective  
14 positions. From its inception, the Plaintiffs' Action was contentious, hard fought, and contested on  
15 almost every single issue. Just by way of example, Plaintiffs briefed and argued approximately  
16 twenty (20) motions in the course of the Litigation. Through Class Counsel, Representative Plaintiffs  
17 conducted an extensive investigation of the facts which support the allegations raised in the Litigation  
18 and in the Fourth Amended Complaint, including ascertaining staffing levels at the facility, as well as  
19 gathering and reviewing public records of deficiencies and alleged violations of state and federal  
20 regulations assessed upon TCCE and TCCW by the Department of Public Health.

21 12. After approximately four years of on and off arms length and at times contentious  
22 negotiations, the Parties agreed to a Settlement of all Class Claims as to TCCE and TCCW.

23 13. The Court has made no determination about the merits of Plaintiffs' claims or  
24 Defendants' defenses.

25 14. Plaintiffs have agreed to settle the Class Claims pursuant to the provisions of this  
26 Stipulation set forth in detail below, considering, among other things:

27 a. The substantial benefits to the Class under the terms of this Stipulation; and  
28

1           b.       The attendant expense, risks, difficulties, delays, and uncertainties of the continuation  
2 of litigation, trial, post-trial proceedings, and appeals.

3           15.     Plaintiffs and Class Counsel agree and believe that this Stipulation provides fair,  
4 reasonable and adequate relief to the Class and that settlement on the agreed terms, as set forth below,  
5 is in the best interests of the Class.

6 **III.   DEFENDANTS' DENIAL OF LIABILITY**

7           1.       The Settling Defendants deny all allegations of misconduct or wrongdoing, as alleged  
8 in the Litigation, the Fourth Amended Complaint or at all. Further, Settling Defendants deny that any  
9 violation of State Law or Federal Law has occurred, as alleged in the Litigation, the Fourth Amended  
10 Complaint or at all, relative to the provision of skilled nursing services. Notwithstanding same, the  
11 Settling Defendants have taken into account the uncertainty and risks inherent in any litigation and  
12 have determined that it is desirable and beneficial that the Litigation be settled in the manner and upon  
13 the terms and conditions set forth in this Stipulation.

14 **IV.   SETTLEMENT RELIEF**

15           1.       After a thorough consideration of the facts and the law, including extensive gathering  
16 of evidence through discovery and review and analysis of publicly available information, and  
17 investigation of the law applicable to their claims and to the defenses raised by the Defendants, the  
18 Representative Plaintiffs and Class Counsel recognize and acknowledge that the expense and length  
19 of the proceedings necessary to prosecute this action through trial and through appeals would likely  
20 exceed any benefits that would accrue to Representative Plaintiffs or to members of the Class, even if  
21 they were to ultimately prevail in the litigation. The Representative Plaintiffs and Class Counsel have  
22 also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties  
23 and delays inherent in such litigation. Moreover, the Representative Plaintiffs and Class Counsel are  
24 mindful of the inherent problems of proof under, and possible defenses to, the claims asserted or that  
25 could be asserted herein.

26           2.       The Representative Plaintiffs and Class Counsel believe, and the Settling Parties have  
27 agreed, that the settlement set forth in this Stipulation confers substantial benefits on behalf of the  
28 Class and each of the members thereof. Based on their factual evaluation, and after extensive

1 settlement discussions, Class Counsel has determined that the settlement set forth in this Stipulation is  
2 in the best interest of the Class, and that the settlement is fair and reasonable to the members of the  
3 Class.

4 **V. TERMS OF STIPULATION AND SETTLEMENT**

5 **A. Consideration to the Class**

6 1. Settling Defendants are obligated to pay, under this Stipulation Settlement, \$590,000-  
7 “Total Cash Amount.” Of the Total Cash Amount of \$590,000, there will be a “Class Settlement  
8 Cash-Fund” to the class totaling \$228,000. All persons who resided in TCCE from February 9, 2008  
9 through July 15, 2013 and all persons who resided in TCCW from February 9, 2008 through July 15,  
10 2013, are entitled to cash payments of \$400 per person. The Successors in Interest of any deceased  
11 persons who resided in TCCE from February 9, 2008 through July 15, 2013 or TCCW from February  
12 9, 2008 through July 15, 2013, are entitled to cash payments of \$200 per person. “Successor in  
13 Interest” is defined as “the beneficiary of the decedent's estate or other successor in interest who  
14 succeeds to a cause of action or to a particular item of the property that is the subject of a cause of  
15 action,” consistent with California Code of Civil Procedure §377.11. Defendants shall make such  
16 payments from the Class Settlement Cash-Fund only to those who submit a timely and proper claim  
17 using a form substantially similar to that attached hereto as **Exhibit “A”**. Upon proper and timely  
18 receipt of a claim from either a Class Member or the Successor in Interest to a Class Member, and  
19 following verification of the residency of the resident during the Class Period, payment shall be made  
20 via check mailed 30 days after the properly submitted claim is received by the Defendants and Final  
21 Approval, as defined herein, of the instant “Stipulation” is completed, whichever is later in time to  
22 occur.

23 2. The Defendants’ obligation to pay cash to Class Claimants will be capped at a total  
24 payment of \$228,000 – the “Class Settlement Cash-Fund.” All of the costs of Class Notice and  
25 Administration of Settlement shall be borne by the Settling Defendants, and shall be paid by Settling  
26 Defendants above and beyond the Total Cash Amount of \$590,000 under the terms of this Settlement.  
27 In the event that the amount of total claims submitted exceeds \$228,000, the payments to Class  
28 Claimants shall be pro-rated.

1           3.       In the event that total payments to Class Claimants are less than \$228,000, any unpaid  
2 amount (“Unused Funds”) will not remit to Defendants, but shall be distributed as follows: Within  
3 thirty (30) days of the Effective Date of this Class Settlement Agreement the Unused Funds shall be  
4 donated by Defendants, by way of an award in the nature of Cy Pres to one or more charitable or non-  
5 profit organizations (the “Proposed Cy Pres Recipients”). The Proposed Cy Pres Recipients shall be  
6 selected by Class Counsel, subject to the approval of Defendants, which approval shall not be  
7 unreasonably withheld. In the event that Defendants do not approve selection of any of the Cy Pres  
8 Recipients within five (5) business days of receiving the proposal, the Parties will submit the dispute  
9 to the Court, who will have sole authority, after considering briefing from the Settling Parties, to make  
10 a binding decision on whether the objectionable Cy Pres Recipients(s) is an appropriate recipient of  
11 the Unused Funds. The Parties agree that all Proposed Cy Pres Recipients must serve a purpose that  
12 has a nexus with the underlying causes of action in this Litigation, and must be approved by the Court.

13           4.       Settling Defendants are also obligated to pay \$1,000 to each of the Representative  
14 Plaintiffs as incentive payments in compensation for their efforts in pursuing the Litigation. The  
15 aforementioned incentive payments are included in the Total Cash Amount of \$590,000 discussed in  
16 paragraph V.A.1 above.

17           5.       Claim forms shall be due no later than 30 days after the date of the Notice being  
18 provided to class members as mandated herein.

19           6.       No Person shall have any claim against Representative Plaintiffs, any member of the  
20 Class, Class Counsel, Settling Defendants, Released Persons, or counsel for Settling Defendants based  
21 upon any matter concerning the Cash Settlement Amount, the Settlement Value, administration of the  
22 settlement embodied in this Stipulation, distributions made pursuant to this Stipulation and the  
23 settlement contained herein, or upon further orders of the Court.

24           7.       As further consideration to the class of persons who resided in TCCE from February 9,  
25 2008 through July 15, 2013 and/or TCCW during the same time period, the Injunction attached as  
26 Exhibit C to this Stipulation shall be effective for a period of two years from the Effective Date of the  
27  
28

1 Settlement, pursuant to the terms defined therein and incorporated herein<sup>2</sup>.

2           8.       Separate and apart from the value of the Injunctive relief provided by way of this  
3 Stipulation of Settlement, Settling Defendants shall make a Total Cash Amount payment under the  
4 settlement of Five Hundred Ninety Thousand Dollars (\$590,000). The Cash Payment of \$590,000  
5 shall be distributed as follows: (a) \$228,000 will be used for paying cash to the class, and any unused  
6 funds from that \$228,000 will go to Cy Pres recipients, as defined above; (b) \$1,000 will be used as  
7 incentive payments to each of the Representative Plaintiffs as compensation for efforts in pursuing the  
8 Litigation (c) Settling Defendants agree to pay \$360,000 to Class Counsel as attorneys' fees, subject to  
9 approval of the Court upon a duly noticed motion, which defendants will not oppose. Above and  
10 beyond Total Cash Amount of \$590,000, Settling Defendants will also pay for all of the Notice and  
11 Administration costs related to this Settlement, and such costs shall not and will not be paid from the  
12 Total Cash Amount of \$590,000. Furthermore, above and beyond (a) the Cash Payment of \$590,000  
13 and (b) the costs of notice and administration which will also be borne by Defendants, Defendants will  
14 also pay for all costs and fees associated with the independent monitor selected by Class Counsel to  
15 enforce the Injunction that is a part of this Settlement, attached hereto as Exhibit C.

16           **B. Preliminary Approval Order; Scheduling of Settlement Hearing**

17           1.       Promptly after execution of this Stipulation, Class Counsel shall submit this Stipulation  
18 and its exhibits to the Court and shall apply for entry of a Preliminary Approval Order preliminarily  
19 approving this Stipulation, providing for mailing of the Class Notice, and scheduling a Settlement  
20 Hearing on whether the Settlement should be granted final approval, whether the Judgment should be  
21 entered, and whether the Fee Application should be granted.

22           **C. Class Notice Procedure And Costs; Confidentiality of Health Information**

23           1.       Within 30 (thirty) days of the entry of the Preliminary Approval Order, the Defendants  
24 shall mail or cause to be mailed, by U.S. Mail to the last known residence address of record of each  
25 member of the Class, the Class Notice substantially in the form of Exhibit "B" attached hereto. This

26 \_\_\_\_\_

27 <sup>2</sup> After the filing of the Fourth Amended Complaint, TCCE merged into TCCW, leaving TCCW as the only existing  
28 facility out of the two facilities. Therefore, the Injunction only applies to TCCW.

1 mechanism of notice has been chosen by the Settling Parties in light of the privacy rights of residents  
2 of long-term care facilities in their personal, financial, and health information, which are subject to the  
3 protections of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the  
4 applicable requirements of the Standards for Privacy of Individually Identifiable Health Information  
5 and its implementing regulations issued by the U.S. Department of Health and Human Services (45  
6 C.F.R. Parts 160-64; HIPAA Privacy Regulations), and California Civil Code §§ 56 *et seq.*, 1789.29  
7 and 1798.82, which protect the confidentiality of individually identifiable personal and health  
8 information.

9           2.       In providing the Class Notice and in all other aspects of administration of this  
10 Stipulation of Settlement, the Settling Parties agree to take all measures necessary to comply with the  
11 requirements of these laws and any other applicable laws governing the privacy of personal and health  
12 information. In particular, Representative Plaintiffs and Class Counsel agree to keep confidential any  
13 personal and health information pertaining to any member(s) of the Class to which they might be  
14 exposed in the course of attempting to perform their obligations under this Stipulation and/or any  
15 Order(s) of the Court.

16           3.       The Defendants shall bear sole responsibility for the costs of providing Class Notice  
17 and Administration of Settlement. Above and beyond the Total Cash Amount of \$590,000,  
18 Defendants shall bear all costs associated with providing Class Notice and Administration of this  
19 Settlement. The names of the persons to whom the Class Notice is sent shall remain confidential to  
20 the Defendants and a third party Settlement Administrator to be selected by Class Counsel, and shall  
21 not be disclosed to Class Counsel or to any other person or entity except by Court Order on good  
22 cause shown.

23           4.       No later than fifteen (15) days prior to the Final Approval Hearing, the third party  
24 Settlement Administrator to be selected by Class Counsel shall file a declaration with the Court stating  
25 a) that the Class Notice has been sent; b) providing the number of Class Notice letters sent; and c)  
26 attaching as an exhibit a copy of a non-addressed exemplar notice in the form actually sent to Class  
27 Members. Prior to serving the Class Notice, the third party Settlement Administrator to be selected by  
28 Class Counsel shall conduct a National Updated Address Search to obtain the most updated contact

1 information on the class members to insure accuracy in service.

2 **D. Final Approval Hearing**

3 1. Concurrently with or subsequent to the provision of Class Notice, Class Counsel will  
4 brief the issue of final approval of the Stipulation of Settlement in accordance with the Preliminary  
5 Approval Order or such other or further order(s) of the Court.

6 2. At the Final Approval Hearing, the Settling Parties will jointly move for final approval  
7 of the Settlement and entry of the proposed Judgment, and will present their arguments in support  
8 thereof.

9 **E. Exclusion (Opt Outs)**

10 1. Any member of the Class who wishes to be excluded from the Class must submit a  
11 written Request for Exclusion no later than thirty (30) days after the date on which Class Notice is  
12 mailed. Each written Request for Exclusion must state:

13 (a) The Class member's name;

14 (b) The Class member's address and telephone number (the address of an attorney alone is  
15 not sufficient); and

16 (c) That the Class member wishes to be excluded from the Class and from participating in  
17 the proposed Stipulation.

18 2. After completing a written Request for Exclusion, any Person wishing to be excluded  
19 from the Class must also:

20 (a) Sign the Request for Exclusion;

21 (b) Return the Request for Exclusion to the third party Settlement Administrator to be  
22 selected by Class Counsel at the address specified in the Class Notice; and

23 (c) Return the Request for Exclusion so that it is postmarked no later than thirty (30) days  
24 after which the date on which Class Notice is mailed.

25 3. Each member of the Class who timely submits a Request for Exclusion shall no longer  
26 be a member of the Class, shall be barred from participation in this Stipulation, and shall receive no  
27 cash benefits from this Stipulation. In no event shall Representative Plaintiffs be eligible to be  
28 excluded from the Class.

1           4.       Within five (5) business days after the last date on which members of the Class may  
2 exclude themselves from the Class, the Defendants shall provide Class Counsel with written notice of  
3 the total number of Persons who requested to exclude themselves from the Class.

4           5.       Except as required by law, Representative Plaintiffs and Class Counsel acknowledge  
5 that it would be a conflict of interest for either or all of them to represent or to actively assist any  
6 Person(s) who elect to exclude themselves from the Class in pursuing or considering the pursuit of any  
7 claim, action or litigation against any of the Released Persons, that relates to the facts giving rise to  
8 the Litigation, including but not limited to the alleged failure to staff the facilities in accordance with  
9 state and federal regulations at a Facility, any allegedly deceptive advertising or other representation  
10 concerning any Facility in any respect, and/or the information provided by any Facility to its  
11 prospective or existing residents, whether such claims are known or unknown, suspected or  
12 unsuspected.

13           **F.       Releases**

14           1.       As of the Effective Date, Representative Plaintiffs and each member of the Class who  
15 has not validly excluded himself or herself from the Class shall be deemed to have, and by operation  
16 of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all  
17 Released Claims and Unknown Claims, as defined herein.

18           2.       “Unknown Claims” means any claims which the Representative Plaintiff or a member  
19 of the Class does not know or suspect to exist in his, her or its favor as of the Effective Date, which, if  
20 known by him, her or it, might have affected his, her, or its settlement with and release of the Released  
21 Persons, or might have affected his, her or its decision not to object to this Stipulation, which claims  
22 only relate and are limited to claims under Health & Safety Code § 1430(b) or violations of the  
23 Consumer Legal Remedies Act (Civil Code § 1750, et seq.) predicated on violations of nursing  
24 staffing requirements as set forth in Health & Safety Code §§ 1276.5 or 1599.1(a) only—**and nothing**  
25 **else**- whether such claims are known or unknown, suspected or unsuspected. This definition does not  
26 extend to claims predicated on violations of other federal or state laws or regulations even when such  
27 violations may have caused or contributed to insufficient staffing. **Individual personal injury claims**  
28 **are specifically excluded from this definition.** This definition in no way limits any individual claim

1 for personal injuries, emotional injuries, physical injuries or wrongful death, even in cases where the  
2 personal injury, etc., stems in whole or in part from understaffing of a skilled nursing facility.

3 3. With respect to any and all Released Claims against the Released Persons, the Parties  
4 stipulate and agree that, upon the Effective Date, Representative Plaintiffs shall expressly waive and  
5 relinquish, and the other members of the Class shall be deemed to have, and by operation of the  
6 Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, (a) the  
7 provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which  
8 provides:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**  
10 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
11 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**  
12 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS**  
13 **SETTLEMENT WITH THE DEBTOR.**

14 and (b) any law of any state or territory of the United States, Federal law or principle of common law,  
15 or of international or foreign law, which is similar, comparable or equivalent to Section 1542 of the  
16 California Civil Code, that relate only to claims under Health & Safety Code § 1430(b) or violations  
17 of the Consumer Legal Remedies Act (Civil Code § 1750, et seq.) predicated on violations of nursing  
18 staffing requirements as set forth in Health & Safety Code §§ 1276.5 or 1599.1(a) only—**and nothing**  
19 **else**, including the alleged failure to staff the facilities in accordance with state and federal regulations  
20 at a Facility, any allegedly deceptive advertising or other representation concerning compliance with  
21 staffing levels, and/or the information provided by TCCE and TCCW to its prospective or existing  
22 residents regarding staffing levels at the facilities, whether such claims are known or unknown,  
23 suspected or unsuspected.

24 4. The Representative Plaintiffs and the members of the Class may hereafter discover  
25 facts in addition to or different from those which they now know or believe to be true with respect to  
26 the Released Claims, but the Settling Parties hereby stipulate and agree that upon the Effective Date,  
27 Representative Plaintiffs fully, finally and forever settle and release, and each other member of the  
28 Class shall be deemed to, and by operation of the Judgment shall have, fully, finally, and forever  
settled and released, any and all Released Claims against the Released Persons, including but not  
limited to claims that are known or unknown, suspected or unsuspected, contingent or non-contingent,

1 whether or not concealed or hidden which now exist, or heretofore have existed, upon any theory of  
2 law or equity now existing or coming into existence in the future, including, but not limited to,  
3 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,  
4 without regard to the subsequent discovery or existence of such different or additional facts that relate  
5 **only** to claims under Health & Safety Code § 1430(b) or violations of the Consumer Legal Remedies  
6 Act (Civil Code § 1750, et seq.) predicated on violations of nursing staffing requirements as set forth  
7 in Health & Safety Code §§ 1276.5 or 1599.1(a) only—**and nothing else**, including the alleged failure  
8 to staff the facilities in accordance with state and federal regulations at a Facility, any allegedly  
9 deceptive advertising or other representation concerning compliance with staffing levels, and/or the  
10 information provided by TCCE and TCCW to its prospective or existing residents regarding staffing  
11 levels at the facilities, whether such claims are known or unknown, suspected or unsuspected.

12 The Settling Parties acknowledge that they bargained for the foregoing waiver.

13 5. Upon the Effective Date, all members of the Class shall be bound by the releases set  
14 forth herein.

15 **G. Class Counsel's Attorneys' Fees and Costs**

16 Settling Defendants agree to pay Class Counsel attorneys' fees and costs in the amount of  
17 Three Hundred Sixty Thousand Dollars (\$360,000), which shall come from the Total Cash Amount of  
18 \$590,000. Class counsel intends to file an application for an award of fees and costs in the amount of  
19 \$360,000 (the "Fee Application"). Settling Defendants agree not to oppose the Fee Application in any  
20 manner. Any fees and costs awarded by the Court to Class Counsel shall be paid within ten (10) days  
21 after the Judgment becomes Final, as defined herein and subject to the prior approval of the Court.

22 **H. Conditions of Settlement. Effect of Disapproval, Cancellation or**  
23 **Termination**

24 1. The Effective Date of this Stipulation and settlement shall be the date of occurrence of  
25 the last of the following events:

26 (a) The Court has entered the Preliminary Approval Order;

27 (b) The Court has entered the Judgment, or a judgment substantially in the form of

28 **Exhibit "D"**; and

1 (c) The Judgment has become Final, as defined herein.

2 2. If all of the conditions described herein are not met, then the Stipulation shall be  
3 canceled and terminated unless Class Counsel and Settling Defendants mutually agree in writing to  
4 proceed with the Stipulation.

5 3. In the event that this Stipulation is not approved by the Court or the settlement set forth  
6 in the Stipulation is terminated or fails to become effective in accordance with its terms for whatever  
7 reason, the Settling Parties shall be restored to their respective pre-settlement positions in the  
8 Litigation. In such event, the terms and provisions of the Stipulation and any documents relating to it,  
9 shall have no further force and effect with respect to the Settling Parties and shall not be used in this  
10 Litigation or in any other proceeding for any purpose, and any Judgment or Order entered by the  
11 Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

12 **I. Intended Beneficiaries**

13 No provision of this Stipulation shall provide any rights to, or be enforceable by, any person or  
14 entity that is not a member of the Class, a Released Person or counsel for Representative Plaintiffs  
15 (solely with respect to fees and disbursements to be paid from the Settlement Amount pursuant to  
16 Court order). No member of the Class may assign or otherwise convey any right to enforce any  
17 provision of this Stipulation.

18 **J. No Conflict Intended**

19 Any inconsistency between this Stipulation and the other documents referenced herein shall be  
20 resolved in favor of this Stipulation. The headings used in this Stipulation are intended for the  
21 convenience of the reader only and shall not affect the meaning or interpretation of this Stipulation.

22 **K. No Party is the Drafter**

23 None of the parties hereto shall be considered to be the drafter of this Stipulation or any  
24 provision hereof for the purpose of any statute, case law or rule of interpretation or construction that  
25 would or might cause any provision to be construed against the drafter hereof.

26 **L. Miscellaneous Provisions**

27 1. The Settling Parties (a) acknowledge that it is their intent to consummate this  
28 Stipulation; (b) agree to cooperate to the extent necessary to effectuate and implement all terms and

1 conditions of the Stipulation; (c) agree to exercise their best efforts to accomplish the foregoing terms  
2 and conditions of the Stipulation; and (d) agree to recommend acceptance of the Stipulation by all  
3 members of the Class.

4           2.       The Settling Parties intend this Stipulation to be a final and complete resolution of all  
5 disputes between them with respect to the Litigation against TCCE and TCCW. The Stipulation  
6 compromises claims that are contested and shall not be deemed to be an admission by any Settling  
7 Party as to the merits of any claim or defense.

8           3.       Neither the Stipulation nor the settlement, nor any act performed or document executed  
9 pursuant to or in furtherance of the Stipulation or the settlement: (i) is or may be deemed to be or may  
10 be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing  
11 or liability of any Defendant, or of the propriety of Class Counsel's maintaining this Litigation as a  
12 class action; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any  
13 fault or omission of the Defendant in any civil, criminal, or administrative proceeding in any court,  
14 administrative agency, or other tribunal, except that the Defendants may file the Stipulation of the  
15 Judgment in any action that may be brought against it in order to support a defense or counterclaim  
16 based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or  
17 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or  
18 counterclaim.

19           4.       The Settling Parties agree, to the extent permitted by law, that all agreements made and  
20 orders entered during the course of the Litigation relating to the confidentiality of information shall  
21 survive this Stipulation. If any of the Settling Parties receives a valid discovery request, subpoena, or  
22 other request from a legal proceeding (collectively "Request") seeking the production of such  
23 agreements and other documents that have been deemed confidential, such party shall provide written  
24 notice via facsimile to the other parties of such Request within two (2) business days of receiving such  
25 request so that the other parties can seek an appropriate protective order before the material is  
26 provided.

27           5.       All of the Exhibits to the Stipulation are material and integral parts hereof and are fully  
28 incorporated herein by this reference.

1           6.       The Stipulation may be amended or modified only by a written instrument signed by  
2 or on behalf of all Settling Parties or their respective successors-in-interest.

3           7.       The Stipulation and the Exhibits attached hereto constitute the entire agreement among  
4 the parties hereto, and no representations, warranties, or inducements have been made to any party  
5 concerning the Stipulation or its Exhibits other than the representations, warranties, and covenants  
6 contained and memorialized in such documents. Except as otherwise expressed provided in this  
7 Stipulation, the Settling Parties will bear their own respective costs.

8           8.       Class Counsel, on behalf of the Class, is expressly authorized by Representative  
9 Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to the  
10 Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or  
11 amendments to the Stipulation, which are deemed appropriate, on behalf of the Class.

12          9.       Each Person executing the Stipulation or any of its Exhibits on behalf of any party  
13 hereto hereby warrants that such person has the full authority to do so.

14          10.      The Stipulation may be executed in one or more counterparts. All executed  
15 counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the  
16 parties to the Stipulation shall exchange among themselves original signed counterparts and a  
17 complete set of original executed counterparts shall be filed with the Court.

18          11.      The Stipulation shall be binding upon, and inure to the benefit of, the successors and  
19 assigns of the parties hereto.

20          12.      The Court shall retain jurisdiction to enforce the terms of the Stipulation, including the  
21 releases of the Released Persons set forth herein, and all parties hereto submit to the jurisdiction of the  
22 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.  
23 However, any proceeding to enforce this Stipulation shall not be filed unless and until the process of  
24 mediation, as set forth in the Injunction approved by the Court as part of these proceedings, shall first  
25 be accomplished.

26          13.      The Stipulation and the Exhibits hereto shall be considered to have been negotiated,  
27 executed, and delivered, and to be wholly performed, in the State of California, and the rights and  
28 obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and

1 governed by, the internal, substantive laws of the State of California without giving effect to that  
2 State's choice of law principles.

3 **M. PUBLICITY**

4 1. Class Counsel and Representative Plaintiffs agree that they will not issue any press  
5 release regarding this case or the settlement thereof to the press or other media organization prior to  
6 the Final Approval of Settlement. Class Counsel and Representative Plaintiffs further agree that they  
7 will not voluntarily discuss this case with any member of the press or media prior to the Final  
8 Approval of Settlement.

9 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed by  
10 their duly authorized representatives.

11 **DEFENDANTS**

12 Dated: 3.23, 2015

By: Vicki Rollins  
Torrance Care Center East, Inc.

14 Dated: 3.23, 2015

By: Vicki Rollins  
Torrance Care Center West, Inc.

16 Dated: 3.23, 2015

By: Vicki Rollins  
Vicki P. Rollins

18 Dated: 3/23, 2015

By: [Signature]  
William A. Nelson

21 Dated: 3.23, 2015

By: Vicki Rollins  
Rollins-Nelson Healthcare Management  
Company, Inc.

23 Dated: 3.23, 2015

By: Vicki Rollins  
Rollinsnelson Ltc Corp.

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**PLAINTIFFS AND THE PUTATIVE CLASS**

Robert Rose, on behalf of others similarly situated and by and through his heir and successor in interest, Denise Ewell

Dated: March 24, 2015

By:   
Denise Ewell

Jose F. De Jesus, on behalf of others similarly situated and by and through his heir and successor in interest, Mildred DeJesus

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Mildred DeJesus

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_, 2015

**LAW OFFICES OF BEN YERUSHALMI**

By: \_\_\_\_\_  
Ben Yeroushalmi  
Attorneys for Plaintiffs

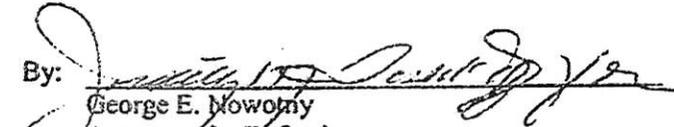
DATED: \_\_\_\_\_, 2015

**YERUSHALMI & ASSOCIATES**

By: \_\_\_\_\_  
Reuben Yeroushalmi  
Attorneys for Plaintiffs

DATED: March 23, 2015

**LEWIS BRISBOIS BISGAARD & SMITH**

By:   
George E. Nowotny  
Attorneys for Defendants

1 **PLAINTIFFS AND THE PUTATIVE CLASS**

2 Robert Rose, on behalf of others similarly situated and by and through his heir and successor in  
3 interest, Denise Ewell

4 Dated: \_\_\_\_\_, 2015 By: \_\_\_\_\_  
5 Denise Ewell

6 Jose F. De Jesus, on behalf of others similarly situated and by and through his heir and successor in  
7 interest, Mildred DeJesus

8 Dated: 3/24/, 2015 By: Mildred De Jesus  
9 Mildred DeJesus

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12 **APPROVED AS TO FORM:**

13 DATED: \_\_\_\_\_, 2015 **LAW OFFICES OF BEN YERUSHALMI**

14  
15 By: \_\_\_\_\_  
16 Ben Yeroushalmi  
17 Attorneys for Plaintiffs

18 DATED: \_\_\_\_\_, 2015 **YERUSHALMI & ASSOCIATES**

19  
20 By: \_\_\_\_\_  
21 Reuben Yeroushalmi  
22 Attorneys for Plaintiffs

23 DATED: March 23, 2015 **LEWIS BRISBOIS BISGAARD & SMITH**

24 By: George E. Nowotny  
25 George E. Nowotny  
26 Attorneys for Defendants  
27  
28

1 **PLAINTIFFS AND THE PUTATIVE CLASS**

2 Robert Rose, on behalf of others similarly situated and by and through his heir and successor in  
3 interest, Denise Ewell

4 Dated: \_\_\_\_\_, 2015 By: \_\_\_\_\_  
5 Denise Ewell

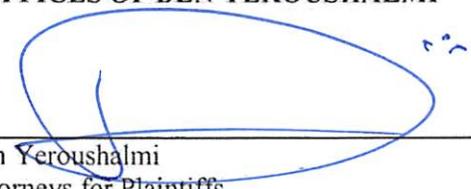
6 Jose F. De Jesus, on behalf of others similarly situated and by and through his heir and successor in  
7 interest, Mildred DeJesus

8 Dated: \_\_\_\_\_, 2015 By: \_\_\_\_\_  
9 Mildred DeJesus

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12 **APPROVED AS TO FORM:**

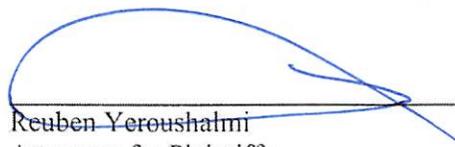
13 DATED: March 24, 2015

**LAW OFFICES OF BEN YERUSHALMI**

14  
15  
16 By:   
Ben Yeroushalmi  
Attorneys for Plaintiffs

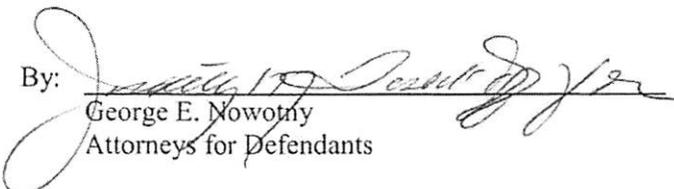
17  
18 DATED: March 24, 2015

**YERUSHALMI & ASSOCIATES**

19  
20 By:   
Reuben Yeroushalmi  
Attorneys for Plaintiffs

21  
22 DATED: March 23, 2015

**LEWIS BRISBOIS BISGAARD & SMITH**

23  
24 By:   
George E. Nowotny  
Attorneys for Defendants

25  
26  
27  
28

1 **PLAINTIFFS AND THE PUTATIVE CLASS**

2 Robert Rose, on behalf of others similarly situated and by and through his heir and successor in  
3 interest, Denise Ewell

4 Dated: \_\_\_\_\_, 2015 By: \_\_\_\_\_  
5 Denise Ewell

6 Jose F. De Jesus, on behalf of others similarly situated and by and through his heir and successor in  
7 interest, Mildred DeJesus

8 Dated: \_\_\_\_\_, 2015 By: \_\_\_\_\_  
9 Mildred DeJesus

10  
11  
12 **APPROVED AS TO FORM:**

13 DATED: \_\_\_\_\_, 2015

**LAW OFFICES OF BEN YERUSHALMI**

14  
15 By: \_\_\_\_\_  
16 Ben Yeroushalmi  
17 Attorneys for Plaintiffs

18 DATED: \_\_\_\_\_, 2015

**YERUSHALMI & ASSOCIATES**

19  
20 By: \_\_\_\_\_  
21 Reuben Yeroushalmi  
22 Attorneys for Plaintiffs

23 DATED: March 23, 2015

**LEWIS BRISBOIS BISGAARD & SMITH**

24  
25 By:   
26 George E. Nowotny  
27 Attorneys for Defendants

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# EXHIBIT “A”

**CLAIM FORM**

**IMPORTANT: To qualify for compensation as part of the settlement, you must sign the following Claim Form or a document containing the information in this Claim Form under penalty of perjury.**

You may file only one Claim Form. You must select and fill in one of the following four (4) Options.

If at some time during the Class Period you lived in Torrance Care Center East or Torrance Care Center West, or, if you are the Successor in Interest for a deceased former resident of one of the Facilities during the Class Period, please complete either Option (1), Option (2), Option (3), or Option 4:

**Option (1) – PLEASE PLACE A CHECK IN ONE OF THE BOXES BELOW IF YOU WERE A RESIDENT OF TORRANCE CARE CENTER EAST DURING THE CLASS PERIOD**

At some time during the period of February 9, 2008 to July 15, 2013, I resided in Torrance Care Center East.

**Option (2) – PLEASE PLACE A CHECK IN THE BOX IF YOU WERE A RESIDENT OF TORRANCE CARE CENTER WEST DURING THE CLASS PERIOD**

At some time during the period of February 9, 2008 to July 15, 2013, I resided in Torrance Care Center West.

**Option (3) – PLEASE PLACE A CHECK IN THE BOX IF YOU ARE A SUCCESSOR IN INTEREST TO A DECEASED FORMER RESIDENT OF TORRANCE CARE CENTER EAST**

I am the Successor in Interest to a deceased individual who at some time during the period of February 9, 2008 to July 15, 2013 resided in Torrance Care Center East.

**Option (4) – PLEASE PLACE A CHECK IN THE BOX IF YOU ARE A SUCCESSOR IN INTEREST TO A DECEASED FORMER RESIDENT OF TORRANCE CARE CENTER WEST**

I am the Successor in Interest to a deceased individual who at some time during the period of February 9, 2008 to July 15, 2013 resided in Torrance Care Center West.



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**IMPORTANT: To have your claim considered, you must mail this form, or a document containing the information requested in this form and your affirmation of that information executed under penalty of perjury, to \_\_\_\_\_. Your claim must be postmarked on or before \_\_\_\_\_ 2015 (no later than 30 days from the mailing of the notice).**

PLEASE DO NOT TELEPHONE THE CLERK OF THE COURT

Dated: \_\_\_\_\_

BY ORDER OF THE SUPERIOR COURT  
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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# EXHIBIT “B”

1 **This Notice pertains to the settlement (“Class Action Settlement”) of a class action lawsuit**  
2 **entitled Christopher B. Chandler, et al., v. Long Beach Care Center, Inc., et al., Los Angeles**  
3 **Superior Court Case No. BC403866 (the “Lawsuit”). The Class Action Settlement applies to the**  
4 **following nursing home facilities only:**

- 5 (1) TORRANCE CARE CENTER EAST (“TCCE”) and (2) TORRANCE CARE  
6 CENTER WEST (“TCCW”) (the “Facilities”) and their affiliated owners and  
7 companies, Vicki P. Rollins, William A. Nelson, Rollins-Nelson Healthcare  
8 Management Company, Inc., and Rollinsnelson Ltc Corp. (together with the  
9 Facilities, “Defendants”).

10 The Los Angeles Superior Court (the “Court”) has ordered that notice be given of the  
11 proposed Class Action Settlement in the Lawsuit. If the proposed Class Action Settlement is approved  
12 by the Court, your legal rights may be affected. This Notice of Proposed Class Action Settlement  
13 summarizes the Class Action lawsuit and the settlement, and what you need to do if you want to file a  
14 claim, opt out of the class, or object to the settlement.

15 The Lawsuit includes Class Allegations on behalf of a Class of residents of Torrance Care  
16 Center East and Torrance Care Center West (“Class Allegations”). The Parties have reached an  
17 agreement to settle the Class Allegations, subject to the Court’s approval.

18 The damages sought for the Class under the Class Allegations seek relief on behalf of the  
19 entire Class of persons who resided in either Torrance Care Center East or Torrance Care Center West  
20 during the Class Period. Under the Class Allegations, Representative Plaintiffs allege that the  
21 Defendants violated the California Consumer Legal Remedies Act (Civil Code section 1770 et seq)  
22 and Health & Safety Code section 1430(b) by allegedly (1) failing to meet California’s minimum  
23 staffing requirements, (2) failing to employ an adequate number of qualified employees to carry out  
24 all facility functions at the Facilities operated by the Defendants during the Class Period, and (3)  
25 engaging in false, deceptive and misleading advertising regarding the quality of care provide at the  
26 Facilities during the Class Period. The Defendants have denied, and continue to deny, any  
27 wrongdoing, as alleged in the Complaint or at all. The Court has made no determination about the  
28 merits of Plaintiffs’ claims or Defendants’ defenses.

The Court has already ruled, through contested Class Certification Motions, that the Litigation  
may be maintained as a Certified Class Action on behalf of the following Class of persons: All  
persons who resided in Torrance Care Center East, Inc. during the period of February 9, 2008 to July

1 15, 2013 and all persons who resided in Torrance Care Center West, Inc. during the period of  
2 February 9, 2008 to July 15, 2013 (“Class Period”). Excluded from the class are any of the  
3 Defendants’ officers, directors and employees; legal representatives, successors, and assigns; any  
4 entity in which one or more of the Defendants has a controlling interest; any judge to whom the  
5 Litigation is assigned and all members of his or her immediate family; and all persons who timely and  
6 validly request exclusion from the Class.

7 **KEY SETTLEMENT TERMS**

8 The parties have negotiated a proposed settlement, the terms of which are set forth in the Class  
9 Action Settlement dated \_\_\_\_\_ (“Settlement”), which is subject to Court approval. The  
10 complete Settlement Agreement for the Lawsuit can be obtained at \_\_\_\_\_ [website]. Here are the  
11 key terms of the Settlement:

12 1. **Injunction.** Pursuant to a Court-ordered injunction, the terms of which were negotiated  
13 by the parties to the Settlement, Defendants will ensure that nurse staffing levels at Torrance Care  
14 Center West, Inc. meet at least the minimum staffing requirements under California law. According  
15 to Health & Safety code section 1276.5, skilled nursing facilities operating in California, are required  
16 to provide a minimum nursing staff-to-resident ratio of 3.2 Nursing Hours Per Patient Per Day  
17 (“NHPPD”). Through the instant Settlement, the defendants are agreeing to provide a minimum  
18 nursing staff-to-patient ratio of 3.2 NHPPD at Torrance Care Center West, Inc. (Torrance Care  
19 Center East, Inc. no longer exists as it was merged into Torrance Care Center West, Inc.) The  
20 injunction shall become effective on the Effective Date of the Settlement, if it occurs, and remain in  
21 place thereafter for at least two years. This injunction, negotiated by the Class Representative and  
22 Class Counsel, confers a significant benefit on the Class Members still residing at Torrance Care  
23 Center West, Inc. All costs associated with the injunction and its enforcement shall be borne entirely  
24 by Settling Defendants.

25 Some of the benefits of the Injunction include, but are not limited to, the following:

26 Once a month for two years, Defendant shall provide the Independent Monitor with a monthly  
27 report (herein, “Compliance Report”) that contains detailed information about the actual and  
28 verifiable staffing levels provided by TCCW. The information included within the Compliance

1 Report shall include, but is not limited to: (a) The actual nursing hours for each shift of each day  
2 during the prior monthly period (the “reporting period”); (b) the resident census for each day during  
3 the reporting period; (c) the NHPPD for each day during the reporting period; (d) the hire date,  
4 enrollment status, and training commencement date for each nurse assistant who is not yet certified, if  
5 any, whose hours have been included in the NHPPD calculation during the reporting period;  
6 (e) documentary evidence, such as time card correction forms signed by the employee and supervisor,  
7 for all Nursing Hours claimed for any personnel with primarily administrative and/or non-nursing  
8 titles or duties; and (f) documentary evidence demonstrating actual dates, hours and assignments of all  
9 registry personnel providing direct nursing care and included in categories of Nursing Staff.  
10 Furthermore, Defendant shall provide the Monitor with any other back up data and information  
11 requested by the Monitor for the Monitor, if reasonably necessary, to do an in depth audit of the  
12 documentation provided by Defendant in support of Defendant’s assertion of compliance with all  
13 terms of the Injunction. The Independent monitor will utilize the Compliance Reports and other  
14 staffing information to audit the staffing levels of TCCW - for a period of two years - to ensure  
15 compliance with the Injunction.

16 The Defendants have also agreed to surprise inspections by the independent monitor to  
17 determine compliance with the injunction. Should the monitor find substantial violations of the  
18 Injunction to be issued by the Court, there will be corrective action and there may be penalties  
19 imposed. The Court will retain jurisdiction to monitor and enforce the injunction.

20 **2. Cash Payments to Eligible Class Members.** The Defendants’ obligation to pay cash to  
21 Class Claimants will be capped at a total payment of \$228,000 – the “Class Settlement Cash-Fund.”  
22 All of the costs of Class Notice and Administration of Settlement shall be borne by Settling  
23 Defendants, and shall be paid by Settling Defendants above and beyond the Total Cash Amount of  
24 \$590,000 under the terms of this Settlement. In the event that the amount of total claims exceeds  
25 \$228,000, the payments to Class Claimants shall be pro-rated. The amount of \$228,000, which is  
26 subject to Court approval, will benefit the Class as follows:

27 **(a): Payments to Current and Former Living Residents of Defendants’ Facilities:**

28 All persons who resided in Torrance Care Center East, Inc. any time from February 9, 2008 to

1 July 15, 2013, or who resided in Torrance Care Center West, Inc. from February 9, 2008 to July 15,  
2 2013, are entitled to receive \$400 if they timely submit a Claim Form.

3 **(b): Payments to Family Members of Deceased Former Residents (Survivors):**

4 The Successor in Interest of a deceased resident who resided in Torrance Care Center East,  
5 Inc. from February 9, 2008 to July 15, 2013, or in Torrance Care Center West, Inc. any time from  
6 February 9, 2008 to July 15, 2013, is entitled to receive \$200 if they timely submit a Claim Form.

7 **(c) Cy Pres Fund:**

8 In the event that total payments to Class Claimants plus half of the costs of Class Notice and  
9 Administration of Settlement are less than \$228,000, any unpaid amount (“Unused Funds”) will not  
10 remit to Defendants, but shall be distributed for the benefit of the Class as follows: the Unused Funds  
11 shall be donated by Defendants, by way of equal or approximately equal awards in the nature of Cy  
12 Pres to the following charitable or non-profit organizations, which have been approved by the Court as  
13 serving a purpose that has a nexus with the underlying causes of action in this Litigation (the  
14 “Proposed Cy Pres Recipients”):

- 15 a. \_\_\_\_\_
- 16 b. \_\_\_\_\_
- 17 c. \_\_\_\_\_
- 18 d. \_\_\_\_\_
- 19 e. \_\_\_\_\_
- 20 f. \_\_\_\_\_
- 21 g. \_\_\_\_\_
- 22 h. \_\_\_\_\_

23 The Proposed Cy Pres Recipients shall be selected by Class Counsel, subject to the agreement  
24 of Defendants and Final Approval of the Court. These funds are to be expended by Defendants over  
25 the period of two years after the Judgment becomes Final.

26 3. **Incentive Payments to Representative Plaintiffs.** Representative Plaintiffs, Denise  
27 Ewell and Mildred DeJesus, dutifully served as Class Representatives and zealously pursued the best  
28

1 interests of the class in the face of consistently tough and strong resistance from Defendants. For  
2 Representative Plaintiffs' efforts in pursuing the best interests of the class, Denise Ewell and Mildred  
3 DeJesus will each receive \$1,000.

4 4. **Attorneys Fees and Litigation Costs.** As approved by the Court, two law firms  
5 served as "Class Counsel" throughout the Lawsuit on behalf of the Class: the Law Offices of Ben  
6 Yeroushalmi, and Yeroushalmi & Associates. Class counsel have worked on the case as to Torrance  
7 Care Center East and Torrance Care Center West since at least November 2010, interviewed more  
8 than 75 witnesses and obtained signed affidavits in support of Plaintiffs' allegations from  
9 approximately 30 such witnesses, reviewed more than 50,000 pages of documents, briefed and argued  
10 approximately 20 motions related to these two entities (including two writs or applications to the  
11 appellate courts, one of which was a battle with the entire long term care industry seeking to overturn  
12 the Court's ruling granting class certification in this matter), succeeded on a vigorously opposed  
13 Motion for Class Certification, engaged and extensively consulted expert witnesses and consultants,  
14 recalculated years of nurse to patient staffing ratios, and vigorously prepared the case for success at  
15 trial. The Litigation settled approximately two months before trial. During these several years of  
16 litigation (which included extensive research and investigations of the scope and severity of the  
17 Defendants' alleged violations both prior to filing the instant Lawsuit and throughout the Litigation)  
18 Class Counsel have received no compensation for their services performed on behalf of residents of  
19 Torrance Care Center East and Torrance Care Center West, have advanced substantial litigation  
20 expenses on behalf of the Class, and have turned down countless opportunities for paid employment to  
21 focus their efforts on this intensely fought litigation. Subject to Court approval, the Defendants have  
22 agreed to pay, and Class Counsel will apply for reimbursement of attorneys' fees and costs in the  
23 amount of Three Hundred Sixty Thousand Dollars (\$360,000), and amount which is well below Class  
24 Counsel's actual "lodestar" for work and services performed and costs incurred in this action. Any  
25 award of attorneys' fees and expenses will be paid separately from, and will not reduce, the benefits  
26 provided to Class members under the Settlement. Class Members are not personally liable for any  
27 attorneys' fees and expenses to Plaintiffs' counsel.

28

1           5.       Release of All Claims.

2           The Defendants categorically deny any and all allegations made by Plaintiffs in the Litigation,  
3 and affirm their ongoing commitment to remain in compliance with all applicable laws and regulations  
4 governing skilled nursing facilities in the State of California, including but not limited to the staffing  
5 requirements of California Health & Safety Code section 1276.5 (“Section 1276.5”). Defendants  
6 similarly deny any and all allegations of fraud as related to interactions with consumers, and affirm  
7 their intent to continue to operate within the terms and provisions of the Consumer Legal Remedies  
8 Act. Nevertheless, in exchange for agreeing to the injunction, the cash payments to class members  
9 (and to the Successors in Interest of deceased class members) and the other consideration from the  
10 Defendants as provided in the Settlement, Defendants and their related entities and affiliates shall be  
11 released from the following claims, and only from the following claims: allegations of violations of  
12 (1) California Health & Safety Code section 1430(b) based only on violations of Health & Safety  
13 Code sections 1276.5 or 1599.1(a), and nothing else, and (2) the Consumer Legal Remedies Act,  
14 predicated only on misrepresentations of the quality of care as related to the staffing levels in the  
15 facility, and in particular based on violations of Health & Safety Code sections 1276.5 or 1599.1(a),  
16 and nothing else. By releasing these claims, you will be giving up important rights and benefits,  
17 including the right to assert these or related claims to a jury. You may wish to consult with your own  
18 attorney before deciding to stay in the Class and give up those rights. Claims for personal injuries (if  
19 any) have been specifically excluded from the Lawsuit, and, as such, are not being released as part of  
20 the Settlement. Furthermore, claims for any other “Patients’ Rights” violations under Health & Safety  
21 Code section 1430(b) other than those claims based on violations of Health & Safety Code sections  
22 1276.5 or 1599.1(a) have also been specifically excluded from the Lawsuit, and, as such, are not being  
23 released as part of the Settlement.

24 **HOW TO PARTICIPATE IN THE SETTLEMENT:**

25           If you are a member of the Certified Class, or you are a Successor In Interest to a deceased  
26 Class Member who was a resident of TCCE or TCCW during the certified class periods, and wish to  
27 participate in the Settlement, you must complete and submit the Claim Form in the manner prescribed  
28 therein, to the address listed on the Claim Form. The beneficiaries or surviving family members

1 (Successors in Interest) of a deceased class member may participate in the Settlement and receive a  
2 cash payment by following the instructions on the Claim Form. Your interests will be represented by  
3 Class Counsel. If you choose, you may enter an appearance individually or through your own counsel  
4 at your own expense. You have the right to consult and/or retain an attorney of your own choice, at  
5 your own expense, to advise you regarding the Settlement and your rights in connection with the  
6 Settlement. **If you have questions about this settlement, you may contact counsel for the**  
7 **Plaintiffs at 310-623-1926.**

8 **HOW TO OPT-OUT:**

9 If you are a member of the Class and wish to exclude yourself from the Class, you must mail a  
10 signed request for exclusion from the Class to: \_\_\_\_\_ [Third party administrator  
11 to be designated by Class Counsel.] Your request must be postmarked no later than thirty (30) days  
12 after which the date on which the Class Notice is mailed. Your request must contain (1) the name of  
13 this lawsuit; (2) your full name and current address; (3) a statement of intention to exclude yourself  
14 from this lawsuit; and (4) your signature. If you exclude yourself from the Class, you will not be  
15 entitled to participate in or object to the Settlement, you will not be entitled to submit a Claim Form,  
16 and you will not be bound by the Settlement or Judgment.

17 **HOW TO OBJECT TO THE SETTLEMENT:**

18 If you are a member of the Class and wish to object to or comment upon the Settlement, the  
19 objection must contain (1) the name of this lawsuit; (2) your full name and current address; (3) the  
20 grounds for your objection; and (4) that you resided in Torrance Care Center East, Inc. any time from  
21 February 9, 2008 to July 15, 2013; or resided in Torrance Care Center West, Inc. from February 9,  
22 2008 to July 15, 2013. Class Members may so object either on their own or through an attorney hired  
23 at their own expense. Class Members who intend to appear and be heard at the Final Approval  
24 Hearing shall be required to so state in connection with their objection. Objections must be filed with  
25 the Court listed below, no later than twenty (20) calendar days after the Class Notice Date.

26 Clerk of the Court  
27 Superior Court of the State of California  
28 County of Los Angeles  
111 N. Hill Street,  
Los Angeles, CA 90012

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Copies of any written objections must also be served on Plaintiffs’ Class Counsel and Defendants’ Counsel, at the following addresses: Law Offices of Ben Yeroushalmi, APC, (Plaintiffs’ Class Counsel) ,c/o Rodney Tolentino, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212 and Lewis Brisbois Bisgaard & Smith, (Defendants’ Counsel), c/o George Nowotny, Esq., 633 West 5<sup>th</sup> Street, Suite 4000, Los Angeles, CA 90071.

**FINAL APPROVAL HEARING:**

On \_\_\_\_\_, 2015, at \_\_\_\_ a.m., the Honorable Ernest M. Hiroshige will hold a hearing in Department 54 of the Superior Court of the State of California for the County of Los Angeles, located at 111 N. Hill Street, Los Angeles, CA 90012, to determine whether the proposed settlement is fair, adequate and reasonable and should be approved. The hearing may be continued or rescheduled by the Court without further notice. The Court may enter its order at the hearing, or it may consider the matter further and enter its order after the hearing. If the Court approves the proposed settlement, it will enter a judgment that will dismiss the Litigation as to all Class Members, except those Class Members who request to be excluded from the Settlement. All people who meet the Class Definition and do not validly and timely request exclusion from the Class will be forever barred from prosecuting their own lawsuits relating to the conduct alleged in the operative complaint and released through the Settlement, and they and their heirs, executors, administrators, and representatives shall be deemed to have fully released and forever discharged such claims against Defendants and related persons and entities that in any way relate to the matters alleged in the Litigation. Personal injury claims are excluded from this definition.

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# EXHIBIT “C”

1 LAW OFFICES OF BEN YEROUSHALMI &  
2 YEROUSHALMI ASSOCIATES  
3 Ben Yeroushalmi (SBN 232540) Reuben Yeroushalmi (SBN  
4 Daniel D. Cho (SBN 105409) 193981)  
5 Tanaz Rostami (SBN 253184) Peter Sato (SBN 238486)  
6 Rodney Tolentino (SBN 273727) Jason Gianvecchio (SBN 276587)  
7 9100 Wilshire Blvd., Suite 240W 9100 Wilshire Blvd., Suite 240W  
8 Beverly Hills, CA 90212 Beverly Hills, CA 90212  
9 Tel: 310-623-1926 Tel: 310-623-1926  
10 Fax: 310-623-1930 Fax: 310-623-1930

11 Attorneys for Plaintiffs DENISE EWELL and MILDRED DeJESUS

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

14 CHRISTOPHER B. CHANDLER, Heir of and  
15 Successor in Interest to DORIS CHANDLER,  
16 deceased, individually and on behalf of a class  
17 of similarly situated people; ROBERT ROSE,  
18 by and through his representative and attorney in  
19 fact PATRICIA ASAY; MILDRED DeJESUS,  
20 Heir of and Successor in Interest to JOSE F. DE  
21 JESUS,

22 Plaintiffs,

23 vs.

24 LONG BEACH CARE CENTER, INC., THE  
25 PALMCREST GRAND CARE CENTER, INC.,  
26 TORRANCE CARE CENTER WEST, INC.,  
27 TORRANCE CARE CENTER EAST, INC.,  
28 VICKI P. ROLLINS, WILLIAM A. NELSON,  
ROLLINS-NELSON HEALTHCARE  
MANAGEMENT COMPANY, INC.,  
ROLLINSNELSON LTC CORP., DOES 1  
through 25, and DOES 28 through 75,  
Defendants.

CASE NO. BC 403866

[Assigned for All Purposes to:  
The Hon. Ernest M. Hiroshige, Dept. 54]

**INJUNCTION**

Pursuant to the parties' stipulation, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED as follows:

As referenced herein, the term "Class Counsel" means counsel of record for the Class  
Plaintiffs, specifically, Ben Yeroushalmi, Law Offices of Ben Yeroushalmi, 3600 Wilshire Blvd.,  
Suite 1407, Los Angeles, California 90010.

1 As referenced herein, the term “Facility” means Torrance Care Center West, Inc.

2 This Court has jurisdiction over the parties and the claims asserted by the Class Plaintiffs in  
3 this action. The following injunction (“Injunction”) shall be entered against Torrance Care Center  
4 West, Inc. (“Defendant”) and any and all predecessors, successors and/or assigns.

5 **COMPLIANCE WITH Health & Safety Code § 1276.5**

6 1. At all times, Defendant is enjoined and restrained such that Defendant shall comply  
7 with Health and Safety Code section 1276.5 by providing a minimum of 3.2 actual nursing hours per  
8 patient day (“NHPPD”). Pursuant to Health & Safety Code section 1276.5(b), “nursing hours” means  
9 the number of hours of work performed per patient day by aides, nursing assistants, orderlies,  
10 registered nurses, and licensed vocational nurses (excluding Director of Nurses in Facility of 60 or  
11 larger capacity) who perform direct nursing services. In order to count for purposes of the 3.2  
12 NHPPD requirement, an “aide” or “orderly” must qualify as a “nurse assistant” as that term is defined  
13 in Health and Safety Code sections 1337(d)(1) and 1337.5. Any hours worked by private caregivers  
14 hired by any resident or the family or friends of any resident to provide care to a resident shall not be  
15 calculated as “nursing hours” within the meaning of this Injunction and shall not be credited to  
16 Defendant.

17 **COMPLIANCE WITH STATUTES AND REGULATIONS**

18 2. Defendant will use its best efforts to substantially comply with federal and state statutes  
19 and regulations governing the operation of a California Skilled Nursing Facility with respect to the  
20 quality and delivery of care or the physical environment in which such care is provided to patients of  
21 such skilled nursing facility. The conduct of Defendant shall be governed by any subsequent changes,  
22 if any, to the language of the state and federal statutes and regulations.

23 3. At all times, Defendant shall comply with all applicable nurse posting requirements,  
24 including without limitation, 42 C.F.R. § 483.30(e) by posting the following information in a  
25 prominent public place at the Facility: (a) the actual nursing hours for each shift; (b) the resident  
26 census for each day, and the NHPPD for the immediately preceding day. In addition, Defendant shall  
27 retain the daily posted nurse staffing sheets for the term of this Injunction, or the period required under  
28 applicable law, whichever is longer.

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**THIRD PARTY MONITOR/COMPLIANCE REPORTS**

4. The parties agree that an independent, third party monitor, knowledgeable and experienced, is required to implement and potentially enforce the terms of this injunction. That monitor shall be proposed by lead class counsel, Ben Yeroushalmi. If, following a good faith evaluation, the proposed monitor is not acceptable to all parties, and the parties cannot otherwise agree on a monitor, then each party shall submit the names of two proposed monitors, with curriculum vitae attached, to the Court. The Court shall select the monitor from the four nominations. The monitor, however selected, is appointed to review Compliance Reports (defined below) submitted by the Defendant, and to undertake all other necessary actions to monitor and audit Defendant’s compliance with all the terms of the injunction. All fees and costs of the Monitor shall be borne entirely by Defendant.

5. Commencing twenty-five (25) days following the end of the month in which this order is approved by the Court, and continuing each month thereafter for as long as this Injunction is in effect, Defendant shall provide the Monitor with a monthly report that contains all of the following information (herein, “Compliance Report”): (a) The actual nursing hours for each shift of each day during the prior monthly period (the “reporting period”); (b) the resident census for each day during the reporting period<sup>3</sup>; (c) the NHPPD for each day during the reporting period; (d) the hire date, enrollment status, and training commencement date for each nurse assistant who is not yet certified, if any, whose hours have been included in the NHPPD calculation during the reporting period; (e) documentary evidence, such as time card correction forms signed by the employee and supervisor, for all Nursing Hours claimed for any personnel with primarily administrative and/or non-nursing titles or duties; and (f) documentary evidence demonstrating actual dates, hours and assignments of all registry personnel providing direct nursing care and included in categories of “Nursing Staff” as defined above. Defendant shall provide the Monitor with the Facility’s Daily Staffing Schedule, Daily

\_\_\_\_\_

<sup>3</sup> "Resident Census" means the average number of residents in the facility on any given calendar day as set forth on the Department of Public Health's All Facility Letter AFL 11-19. If the method of calculating the "Resident Census" is changed by the Department of Public Health during the existence of this Injunction, the "Resident Census" to be provided with the Compliance Report shall be calculated and reported as is then required by the Department's rules and regulations.

1 Assignment Sheets, Daily Census Calculations and Daily NHPPD Calculations (an exemplar of which  
2 is attached as Exhibit "1" to this document), as well as any computer generated report produced, kept  
3 or maintained by Defendant, or any person or entity acting on behalf of Defendant, which reflects or  
4 purports to reflect the actual NHPPD provided by Defendant on each day during the reporting period.  
5 Furthermore, Defendant shall provide the Monitor with any other back up data and information  
6 requested by the Monitor for the Monitor, if reasonably necessary, to do an in depth audit of the  
7 documentation provided by Defendant in support of Defendant's assertion of compliance with all  
8 terms of this Injunction. Any such audit shall be performed no more frequently than quarterly, except  
9 that such an audit may be performed more frequently by stipulation between Class Counsel and  
10 Defendant or by order of the Court. Defendant shall have the right to redact private information  
11 contained within all documents copied and/or submitted for purposes of compliance with this  
12 Injunction in order to protect privacy interests of Defendant's residents and employees. This data  
13 shall not be used by the Monitor for any purposes other than overseeing compliance with this  
14 Injunction. Class Counsel may access the data, upon request, only for purposes of enforcing the  
15 Injunction in this litigation. No individuals identified within the Compliance Report may be directly  
16 contacted by the Monitor or Class Counsel without first notifying Defendant of the identity of the  
17 individual, the request to speak with the individual and allowing Defendant reasonable opportunity to  
18 facilitate the communication.

19           6.     The Compliance Report shall be signed under penalty of perjury under the laws of the  
20 State of California by the Facility's Director of Nursing or the Facility's Administrator. The  
21 Compliance Reports and other documentation reflecting staffing for the preceding month shall be  
22 delivered to the monitor, with a copy to Class Counsel, on or before the 25<sup>th</sup> day of each following  
23 month.

24           7.     The Monitor shall be permitted to make a surprise inspection at Defendant's facility to  
25 determine compliance with this injunction no more than once every six months. Upon arrival to  
26 Defendant's facility, the Monitor shall announce his/her presence to the Administrator, Director of  
27 Nursing, or person in charge. Defendant shall permit the Auditor, as part of any inspection, to  
28 examine the original documents purportedly supporting the Compliance Reports. In addition, the

1 Monitor shall be permitted to inspect any payroll records, if necessary, as part of the Monitor's  
2 inspection, even if maintained at a different location from the inspected facility, if determined by the  
3 Monitor to be necessary. In all circumstances, the Monitor shall in no manner interfere with the right  
4 of privacy (including but not limited to all privacy rights under HIPAA) of any and all residents or  
5 with the delivery of care to residents, whether directly or by his or her own actions or by demands  
6 upon staff that cause such an interference. For this reason the Monitor shall coordinate securing the  
7 requisite documents and review of any necessary documents with Defendant and any such records will  
8 be produced only during normal business hours. The Monitor shall prepare a report outlining his/her  
9 findings including any alleged violations of this Injunction for each surprise inspection. Any report  
10 prepared by the monitor shall be delivered to Class Counsel and Defendant within twenty four (24)  
11 hours of its preparation

12           8. In the event that an objectively substantive question is raised by the Class Counsel, the  
13 Monitor, or any of them, with respect to information contained in a Compliance Report, the Monitor  
14 shall request non-privileged, clarifying information or data from the Defendant ("Backup  
15 Information"). Defendant shall provide a good faith response to any such request to both the Monitor  
16 and one law firm designated by Class Counsel not later than fifteen (15) calendar days after receiving  
17 the request.

18           9. Within fifteen (15) days following the Monitor's receipt of the Compliance Report (and  
19 any additional information described above) for each month, the Monitor shall prepare a written report  
20 (the "Monitor's Report") describing Defendant's compliance with, or violation of, any terms of this  
21 Injunction for each reporting period. The Monitor's Report shall include, but shall not be limited to,  
22 the following information: (a) A specific description of any violation, (b) the Monitor's findings as to  
23 the actual NHPPD for each day the Monitor determined that there was a violation of the requirement  
24 herein to provide at least 3.2 NHPPD, (c) a summary of deficiency notices, citations, or complaints  
25 that evidence a violation of any term of this Injunction, and (d) anything the Monitor believes is  
26 relevant to Defendant's compliance with this Injunction. A copy of the Monitor's Report shall be  
27 delivered to Class Counsel and to Defendant.

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1           10. If Defendant wishes to respond to the Monitor's Report, Defendant shall have fourteen  
2 (14) days from the date the Monitor's Report is received by Defendant's counsel of record to respond  
3 to the report and or provide supplemental back up data. The Monitor may update the Monitor's  
4 Report in response to Defendant's response or supplemental back up data.

5           11. Nothing stated in this Injunction shall relieve Defendant from complying with any  
6 other applicable federal or state law or regulation.

7           12. This Injunction shall be effective as of the date the Final Approval Order is signed by  
8 the Court and shall remain in full force and effect for two (2) years from that date. If Defendant  
9 violates the terms of this Injunction, however, Plaintiffs may apply for a Court order extending the  
10 Injunction duration, in addition to any other available remedy. In ruling on any such application, the  
11 Court shall not extend the Injunction term unless it finds, by a preponderance of the evidence, that the  
12 failure to comply with this Injunction was intentional, reckless, pervasive or not in good faith. If the  
13 Court exercises its discretion and orders the Injunction extended, the extension term may be up to, but  
14 shall not exceed, twelve (12) months.

15           **ENFORCEMENT/CONTEMPT**

16           14. Class Plaintiffs, acting through Class Counsel or a representative or designee appointed  
17 by Class Counsel, may move in court against Defendant for order(s) (a) seeking compliance with this  
18 Injunction, (b) seeking to hold defendant in Contempt of a Court Order for violating this Injunction, or  
19 (c) seeking sanctions/penalties for violations of this Injunction, but may do so only if Defendant  
20 committed one or more of the following violations:

- 21           a. Defendant fails to provide a Compliance Report;
- 22           b. Defendant fails to comply with the posting requirements;
- 23           c. Defendant fails to provide 3.2 NHPPD for 4 or more days in any month (whether or  
24           not consecutive); or
- 25           d. Defendant fails to cooperate within a reasonable period of time with any reasonable  
26           request of the Monitor pursuant to his or her powers under this Injunction.

27           15. Prior to moving to enforce this Injunction, Class Plaintiffs shall notify Defendant of the  
28 alleged violation of the Injunction and any suggested cure for the alleged violation. Defendant shall

1 have fourteen (14) days from the date that notice is received by Defendant to respond to the issues  
2 raised by Class Plaintiffs, including a proposed plan of correction, an explanation of circumstances  
3 surrounding the alleged violation, and any other information that Defendant believes is relevant to the  
4 issues raised.

5 16. If any claimed violation is not resolved as discussed in paragraph 15 above, the parties  
6 shall submit the matter of the claimed violation to mediation using a mediator acceptable to Plaintiffs,  
7 Defendant, and the Monitor and who is available through the Southern California office of (a) Judicate  
8 West, (b) Alternate Resolution Centers (ARC), or (c) ADR Services, Inc. The parties will use their  
9 best efforts to have any such dispute mediated at the earliest available time. Any resolution reached at  
10 such mediation will be reduced to a written stipulation and submitted to the Court for approval and  
11 order. All costs of mediation shall be borne by Defendants.

12 17. If any claimed violation is not resolved under paragraphs 15 and 16 above, Class  
13 Plaintiffs, in their sole discretion, shall be entitled to bring a motion to enforce the injunction. pursuant  
14 to paragraph 14 above.

15 18. If Class Plaintiffs establish any violation of this injunction, the Court shall additionally  
16 have the power to impose a penalty of \$500 for each of the first three violations, and a penalty of  
17 \$1,000 for each subsequent violation. Such penalties shall be payable to one or more of the Cy Pres  
18 recipients agreed upon between the parties through the negotiation of the class action settlement of  
19 which this injunction is a material part. The Court may also award Class Plaintiffs their reasonable  
20 attorneys fees (without a Lodestar multiplier) related to the enforcement of this Injunction.

21 19. Nothing stated herein shall require Class Plaintiffs to file any motion to enforce the  
22 Injunction. Class Plaintiffs shall not be deemed to have waived any right if they elect to defer or  
23 postpone the filing of any such motion and nothing stated herein shall preclude Class Plaintiffs from  
24 using the Compliance Reports or Monitor's Reports (or the information contained therein) for any  
25 purpose relevant to the enforcement of this Injunction during the term of this injunction.

26 **OTHER PROVISIONS**

27 20. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing  
28 jurisdiction over all parties and over this action to enforce the terms of this Injunction.

1           21.     If Plaintiff seeks to enforce this Injunction, Defendant shall be entitled to raise any  
2 available defenses which it, in its exclusive discretion, deems appropriate. Without limitation,  
3 Defendant also may argue (if applicable) that the non-compliance was caused by fire, flood,  
4 earthquake, disease outbreak or some other cause/force majeure reasonably beyond the control of  
5 Defendant which cannot be overcome by reasonable diligence. In such event Defendant will provide a  
6 description of and evidence of the event or circumstance and the steps Defendant has taken to mitigate  
7 the effect to the Compliance monitor.

8           22.     If Nursing Hours Per Patient Day Standard set forth by Health and Safety Code section  
9 1276.5 is changed, clarified and/or modified by statute or regulation, either substantively or in the  
10 manner of state or federal enforcement, the Parties may move the court for modification of this  
11 Stipulation consistent with such new statutes and/or regulations.

12           23.     It is the understanding and expectation of the parties that this Injunction will be entered  
13 as part of a Class Action Settlement of this litigation, and that this Injunction is a material aspect of  
14 the Settlement.

15           24.     Nothing in this Injunction is intended to, nor shall it be interpreted as, barring or  
16 precluding Defendant from:

17           a.     Offering to sell or selling the Facility, its premises, contracts, assets, goodwill, or other  
18 tangible or intangible property, in whole or in part;

19           b.     Utilizing the Facility, its premises, contracts, assets, goodwill, or other tangible or  
20 intangible property as security for any loan or obligation;

21           c.     Closing the Facility or otherwise terminating operation of the Facility; or  
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d. Seeking protection under the then existing provisions of the United States Bankruptcy Act.

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Ernest M. Hiroshige,  
Judge of the Superior Court

**SO STIPULATED:**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Ben Yeroushalmi  
Attorneys for Plaintiffs

DATED: \_\_\_\_\_

\_\_\_\_\_  
George Nowotny  
Attorneys for Defendant

# **EXHIBIT 1**

**DAILY STAFFING SCHEDULES**

**&**

**DAILY ASSIGNMENT SHEETS**

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 11 - 7 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION A

7.

ROOM #	SHIFT	START TIME	END TIME	STATUS
1) RM.# 100A - 105B			2A - 2:30A	X
2) RM.# 106A - 111B			2:30A - 3A	X
3) RM.# 112A - 117A			2A - 2:30A	X
4) RM.# 117B - 200B			2:30A - 3A	X
				X
				X
				X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 11-7 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION B

7.

NURSING STATION/WING/UNIT/FLOOR	EMPLOYEE SIGNATURE	DISCIPLINE	SHIFT START/END	SHIFT START/END	EMPLOYEE SIGNATURE
5) RM.# 200C - 205B		C.N.A.		2A - 2:30A	X
6) RM.# 205C - 211A		C.N.A.		2:30A - 3A	X
7) RM.# 211B - 216B		C.N.A.		2A - 2:30A	X
		C.N.A.			X
		C.N.A.			X
		C.N.A.			

THIS SHEET IS TO BE USED TO ASSIGN STAFF TO PATIENT CARE UNITS. IT IS NOT TO BE USED TO ASSIGN STAFF TO OTHER AREAS OF THE FACILITY. THE SIGNATURE OF THE DIRECTOR OF NURSING OR HIS DESIGNATEE MUST BE OBTAINED BEFORE ANY STAFF IS ASSIGNED TO A UNIT. THE SIGNATURE OF THE DIRECTOR OF NURSING OR HIS DESIGNATEE MUST BE OBTAINED BEFORE ANY STAFF IS ASSIGNED TO A UNIT. THE SIGNATURE OF THE DIRECTOR OF NURSING OR HIS DESIGNATEE MUST BE OBTAINED BEFORE ANY STAFF IS ASSIGNED TO A UNIT.

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 3 - 11 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION A

7.

TEAM LEADER	DISCIPLINE	SHIFT	START TIME	END TIME	ASSIGNMENT
1) RM.# 100A - 104B	C.N.A.		7P - 7:30P		X
2) RM.# 105A - 109B	C.N.A.		7P - 7:30P		X
3) RM.# 110A - 113C	C.N.A.		7:30P - 8P		X
4) RM.# 114A - 117B	C.N.A.		7P - 7:30P		X
5) RM.# 117C - 200C	C.N.A.		7:30P - 8P		X
			7P - 7:30P		X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 3-11 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION B

7.

ROOM #	ASSIGNMENT #	EMPLOYEE NAME	DESIGNATION	SHIFT	START TIME	END TIME	STATUS
6) R.M.# 201A - 203C			C.N.A.		7:30P - 8P		X
7) R.M.# 204A - 207C			C.N.A.		7P - 7:30P		X
8) R.M.# 208A - 211C			C.N.A.		7:30P - 8P		X
9) R.M.# 212A - 216B			C.N.A.		7P - 7:30P		X
			C.N.A.				X
			C.N.A.				X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DISEGNEE: IRENE OLAZO, R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM)

6. STATION/WING/UNIT/FLOOR: STATION A

7.

POSITION	1	2	3	START TIME	END TIME	INITIALS	DATE
SUPERVISOR							
RN/DSD							
MDS NURSE							
TREATMENT NURSE							
TREATMENT NURSE							
CHARGE NURSE							
CHARGE NURSE							
CHARGE NURSE							
SUPERVISOR							
CHARGE NURSE							

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC.

2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: IRENE OLAZO, R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM)

6. STATION/WING/UNIT/FLOOR: STATION B

7.

PERSONNEL	SHIFT 1	SHIFT 2	SHIFT 3	START TIME	END TIME	STATUS
SUPERVISOR				R.N.		X
CHARGE NURSE				L.V.N.		X
CHARGE NURSE				L.V.N.		X
CHARGE NURSE				L.V.N.		X
ACT. ASSNT/CAN				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X



NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: R.N.-D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 7-3 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION B

RNA: B	FEEDERS	C.N.A.	8:15A - 8:30A	11:30A - 12P	X
FEEDERS: 110A					
TEAM LEADER					
8) RM.# 121A - 200C		C.N.A.	8A - 8:15A	11A - 11:30A	X
FEEDERS: 117B					
9) RM.# 201A - 202C		C.N.A.	8:15A - 8:30A	11:30A - 12NN	X
FEEDERS: 117C					
10) RM.# 203A - 205C		C.N.A.	8A - 8:15A	11A - 11:30A	X
FEEDERS: 207B					
11) RM.# 206A - 208A		C.N.A.	8:15A - 8:30A	11:30A - 12NN	X
FEEDERS: 202B					
12) RM.# 208B - 212A		C.N.A.	8A - 8:15A	11A - 11:30A	X
FEEDERS: 211C					
13) RM.# 212B - 214A		C.N.A.	8:15A - 8:30A	11:30A - 12NN	X
FEEDERS: 204C					
14) RM.# 214B - 216B		C.N.A.	8A - 8:15A	11A - 11:30A	X
FEEDERS: 206B					

FOR THE NURSING SUPERVISOR: \_\_\_\_\_  
 FOR THE NURSING SUPERVISOR: \_\_\_\_\_  
 DIRECTOR OF NURSING/DESIGNATION: \_\_\_\_\_

**DAILY NHPPD CALCULATIONS**

**&**

**DAILY CENSUS CALCULATIONS**

# TORRANCE CARE CENTER WEST, INC

## DAILY CENSUS REPORT - BLDG A

For the day of

**LEGEND:**

M Medicare A 0  
 W Medi-cal 0  
 MCP Medi-cal Pending 0  
 HMO PVT Insurance/ Mgd Care 0  
 VA Veterans Affairs 0

INS Skilled Insurance 0  
 HSP Hospice 0  
 PVT Private Pay 0  
**Total In-patient** 0  
 BH BEDHOLD 0  
**TOTAL CENSUS** 0

RM	BED	MR#	NAME	INS	RM	BED	MR#	NAME	INS
100	A				122	A			
100	B				122	B			
101	A				200	A			
101	B				200	B			
102	A				200	C			
102	B				201	A			
103	A				201	B			
103	B				201	C			
104	A				202	A			
104	B				202	B			
105	A				202	C			
105	B				203	A			
106	A				203	B			
106	B				203	C			
107	A				204	A			
107	B				204	B			
108	A				204	C			
108	B				205	A			
109	A				205	B			
109	B				205	C			
110	A				206	A			
110	B				206	B			
111	A				207	A			
111	B				207	B			
112	A				207	C			
112	B				208	A			
113	A				208	B			
113	B				209	A			
113	C				209	B			
114	A				209	C			
114	B				210	A			
115	A				210	B			
115	B				211	A			
115	C				211	B			
116	A				211	C			
116	B				212	A			
117	A				212	B			
117	B				213	A			
117	C				213	B			
118	A				213	C			
118	B				214	A			
119	A				214	B			
119	B				215	A			
119	C				215	B			
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**NURSING HOURS**

	DAY	PM	NGT	TOT
R.N.				
MDS/LVN				
R.N.A.				
C.N.A.				
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

RN	(No. of RNs x 8.0) =	-
LVN	(No. of LVNs x 8.0) =	-
R.N.A.	(No. of RNAs x 8.0) =	-
C.N.A.	(No. of CNAs x 8.0) =	-
	<b>TOTAL HOURS</b>	-
	PPD (Actual) Total Hrs/ Census	#DIV/0!

# TORRANCE CARE CENTER WEST, INC

## DAILY CENSUS REPORT - BLDG B

For the day of

**LEGEND:**

M	Medicare A	0	INS	Skilled Insurance	0	
W	Medi-cal	0	HSP	Hospice	0	
MCP	Medi-cal Pending	0	PVT	Private Pay	0	
HMO	PVT Insurance/ Mgd Care	0	<b>Total In-patient</b>		0	
VA	Veterans Affairs	0	BH	BEDHOLD	0	
					<b>TOTAL CENSUS</b>	<b>0</b>

RM	BED	MR#	NAME	INS	RM	BED	MR#	NAME	INS
1	A				23	A			
1	B				23	B			
2	A				23	C			
2	B				24	A			
3	A				24	B			
3	B				24	C			
4	A				25	A			
4	B				25	B			
5	A				25	C			
5	B				26	A			
6	A				26	B			
6	B				27	A			
7	A				27	B			
7	B				27	C			
8	A				28	A			
8	B				28	B			
9	A				29	A			
9	B				29	B			
10	A				29	C			
10	B				30	A			
11	A				30	B			
11	B				30	C			
12	A				31	A			
12	B				31	B			
13	A				31	C			
13	B				32	A			
14	A				32	B			
14	B				32	C			
15	A				33	A			
15	B				33	B			
16	A				33	C			
16	B				34	A			
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17	B				34	C			
17	C				35	A			
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18	B				35	C			
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19	A				37	A			
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20	B				38	B			
20	C				38	C			
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22	A				40	A			
22	B				40	B			
					40	C			

**NURSING HOURS**

	DAY	PM	NGT	TOT
R.N.				
MDS/LVN				
R.N.A.				
C.N.A.				
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

RN	(No. of RNs x 8.0) =	-
LVN	(No. of LVNs x 8.0) =	-
R.N.A	(No. of RNAs x 8.0) =	-
C.N.A	(No. of CNAs x 8.0) =	-
<b>TOTAL HOURS</b>		-
PPD (Actual) Total Hrs/ Census		#DIV/0!



**TORRANCE CARE CENTER WEST INC.  
NURSING STAFF DIRECTLY RESPONSIBLE FOR RESIDENT CARE**

**DATE: AUGUST \_\_\_\_\_, 2015**

**DAY: \_\_\_\_\_**

**LICENSED NURSING STAFF**

**UNLICENSED NURSING STAFF**

**DAY SHIFT**

RN'S HRS.	LVN'S HRS.	RNA'S HRS.	CNA'S HRS.
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MINIMUM DATA SET HRS.	DIR. OF STAFF DEVELOPMENT HRS.	ACT. ASST/CNA HRS.
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**EVENING SHIFT**

RN HRS.	LVN'S HRS.	CNA'S HRS.
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**NIGHT SHIFT**

RN HRS.	LVN'S HRS.	CNA'S HRS.
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**TOTAL CENSUS: \_\_\_\_\_ PPD: \_\_\_\_\_**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

CHRISTOPHER B. CHANDLER, Heir of and  
Successor in Interest to DORIS CHANDLER,  
deceased, individually and on behalf of a class  
of similarly situated people, ROBERT ROSE,  
by and through his representative and attorney in  
fact PATRICIA ASAY; MILDRED DeJESUS  
Heir of and Successor in Interest to Jose F. DE  
JESUS,

Plaintiffs,

vs.

LONG BEACH CARE CENTER, INC.; THE  
PALMCREST GRAND CARE CENTER, INC.;  
TORRANCE CARE CENTER WEST, INC.;  
TORRANCE CARE CENTER EAST, INT.;  
VICKI P. ROLLINS; WILLIAM A. NELSON;  
ROLLINS-NELSON HEALTHCARE  
MANAGEMENT COMPANY, INC.,  
ROLLINSNELSON LTC CORP., DOES 1  
through 25, and and DOES 28 through 75,

Defendants.

Case No. BC403866

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

Assigned to Hon. Ernest M. Hiroshige, Dept. 54  
Action Filed: December 15, 2008

1 **[PROPOSED] ORDER**

2 WHEREAS Plaintiffs’ Motion for an Order Granting Final Approval of Settlement Agreement  
3 (“Motion for Final Approval”) and Motion for Attorneys’ Fees and Costs in this matter was heard  
4 before the Court on \_\_\_\_\_, pursuant to the Court’s Order Granting Preliminary Approval  
5 of Class Action Settlement dated \_\_\_\_\_;

6 WHEREAS the Court considered all documents filed in support of the Stipulation of Settlement  
7 (“Settlement Agreement”), including Plaintiffs’ Motion for Final Approval and Motion for Attorneys’  
8 Fees and Costs, all exhibits and affidavits filed in support of the aforementioned motions, all other  
9 papers and documents filed in the instant action, and all oral arguments presented to the Court;

10 WHEREAS no objections were asserted to the approval of the Settlement;

11 Good cause appearing, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

12 1. This Order hereby incorporates by reference the definitions of the Settlement  
13 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning  
14 as set forth in the Settlement Agreement. To the extent that any inconsistencies exist between this  
15 Order and the Settlement Agreement (including Exhibits thereto), the terms of the Settlement  
16 Agreement shall control.

17 2. For the purposes of the Settlement Agreement and this Judgment, a Class of all  
18 persons who resided in Defendant Torrance Care Center East, Inc. (“TCCE”) and Defendant  
19 Torrance Care Center West, Inc. (“TCCW”), or their successors, is certified as the Class in this  
20 Settlement.

21 3. The Class Period is February 9, 2008 to July 15, 2013 for residents of Defendants  
22 Torrance Care Center East, Inc. and Torrance Care Center West, Inc.

23 4. Denise Ewell, heir of and successor-in-interest to Mr. Robert Rose, deceased (as  
24 class representative for residents of TCCW), and Mildred DeJesus, heir of and successor-in-interest  
25 to Mr. Jose F. DeJesus (as class representative for residents of TCCE), shall represent the Class in  
26 this lawsuit as “Representative Plaintiffs.”  
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1           5.       The Law Offices of Ben Yeroushalmi, APC and Yeroushalmi & Associates shall  
2 represent the Class in this lawsuit as “Plaintiffs’ Class Counsel.” No other Class member entered  
3 an appearance in this lawsuit subsequent to the Order granting preliminary approval and prior to the  
4 Motion for Final Approval hearing. Therefore, all members of the Class are represented by  
5 Plaintiffs’ Class Counsel.

6           6.       The Court hereby finds that the Settlement Agreement, including but not limited to  
7 the consideration to the Class described in section V.A. of the Settlement Agreement, is fair,  
8 adequate, and reasonable and therefore grants final approval of the Settlement Agreement.

9           7.       The Settlement Administrator shall be \_\_\_\_\_.

10          8.       The Court finds that dissemination of the Class Notice in the manner set forth in the  
11 Order Granting Preliminary Approval of Class Action Settlement met the requirements of  
12 California Code of Civil Procedure section 382, California Rule of Court 3.769(f), and due process  
13 and constituted the best notice practicable under the circumstances and constituted due and  
14 sufficient notice to all persons entitled thereto.

15          9.       Excluded from the Settlement are all persons who opted-out of the Settlement  
16 Agreement by submitting a written Request for Exclusion within the time designated in the Class  
17 Notice. The Settlement Administrator shall file with the Court a complete list of all Class members  
18 who timely requested exclusion from the Settlement Agreement within 30 days of the filing date of  
19 this Order. All persons who timely requested exclusion from the Settlement have no rights under  
20 the Settlement Agreement, are not entitled to any payment pursuant to the Settlement Agreement,  
21 and are not bound by the Settlement Agreement or Judgment of Dismissal with Prejudice.

22          10.      Upon the Effective Date as defined in the Settlement Agreement, each and every  
23 Released Claim (defined in section I.16 of the Settlement Agreement) of each and every Class  
24 member and Representative Plaintiffs are and shall be deemed to be conclusively released with  
25 regard to Released Persons (defined in section I.17 of the Settlement Agreement).

26               a.     “Released Claims” is defined as the following: any and all claims which the  
27                    Representative Plaintiffs and/or any member of the Class, including their  
28                    respective predecessors, successors, agents, representatives, executors,

1 administrators, decedents, dependents, heirs, beneficiaries, attorneys, employees,  
2 assignors and assignees, ever had or now has under Health & Safety Code  
3 §1430(b) or the Consumer Legal Remedies Act (Civil Code §1750, et seq.), both  
4 of which are predicated only on violations of nursing staffing requirements as set  
5 forth in Health & Safety Code §§1276.5 or 1599.1(a). This Release extends only  
6 to claims arising from the operations of Torrance Care Center East, Inc. and  
7 Torrance Care Center West, Inc. during the respective Class Periods listed in  
8 Paragraph 3 of the instant Order above. This Release does not extend to claims  
9 predicated on violations of any other federal or state laws or regulations (or any  
10 other “Patients Rights” under Health & Safety Code §1430(b)) even when such  
11 violations may have caused or contributed to insufficient staffing. Individual  
12 personal injury claims are specifically excluded from this definition. This  
13 Release in no way limits any individual claim for personal injuries, emotional  
14 injuries, physical injuries or wrongful death, even in cases where the personal  
15 injury, etc., stems in whole or in part from understaffing of a skilled nursing  
16 facility. Further specifically excluded from the definition of Released Claims  
17 are any claims under Business and Professions Code §§ 17200, et seq. and 17500  
18 et seq., which were earlier resolved in favor of Settling Defendants or by earlier  
19 order of the Court.

- 19 b. “Released Persons” is defined as the following: only the following named  
20 defendants in the “Fourth Amended Complaint”, namely, Torrance Care Center  
21 East, Inc., Torrance Care Center West, Inc., Vicki P. Rollins, William A. Nelson,  
22 Rollins-Nelson Healthcare Management Company, Inc., and Rollinsnelson Ltc  
23 Corp., and only for conduct allegedly occurring at TCCE and TCCW, and each  
24 of them, and each and all of their respective current and former employees,  
25 officers, directors, corporations, companies, Limited Liability Companies,  
26 affiliates, related entities, partnerships, principals, managing agents, agents,  
27 attorneys, insurers, past, present and future divisions, predecessors, successors,  
28 shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs,

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beneficiaries, assigns, subrogees, executors, partners, parents, subsidiaries,  
parent and subsidiary entities and/or privies.

11. Since there were no objections filed with regard to the Settlement Agreement, all Class members are forever foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement Agreement or to the award of Attorneys' Fees and Costs to Plaintiffs' Class Counsel unless otherwise ordered.

12. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction over the instant Action against the Released Persons and over the Settlement Agreement in order to enforce the terms of the Settlement Agreement, the Injunction, and this Judgment.

13. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it shall be construed in this action or any other lawsuit as an admission or concession by Defendants of the truth of any of the allegations in this action, or of any liability, fault or wrongdoing of any kind.

14. Attorneys' fees and costs sought by Plaintiff in the amount of \$360,000 are approved.

15. Pursuant to the terms of the Settlement Agreement, Defendant Torrance Care Center West, Inc. is hereby ENJOINED as provided for in the Injunction, attached hereto as Exhibit A. This Order incorporates all provisions of the aforementioned Injunction as if set forth herein.

16. This Order and Judgment is final.

IT IS SO ORDERED.

Dated: \_\_\_\_\_, 2015 \_\_\_\_\_

Honorable Ernest M. Hiroshige  
Judge of the Superior Court

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

CHRISTOPHER B. CHANDLER, Heir of an  
Successor in Interest to DORIS CHANDLER  
deceased, individually and on behalf of a class  
similarly situated people, ROBERT ROSE, b  
and through his representative and attorney in fac  
PATRICIA ASAY; MILDRED DeJESUS Heir c  
and Successor in Interest to Jose F. DE JESUS,

Plaintiffs,

vs.

LONG BEACH CARE CENTER, INC.; TH  
PALMCREST GRAND CARE CENTER, INC  
TORRANCE CARE CENTER WEST, INC  
TORRANCE CARE CENTER EAST, INT  
VICKI P. ROLLINS; WILLIAM A. NELSON  
ROLLINS-NELSON HEALTHCAR  
MANAGEMENT COMPANY, INC  
ROLLINSNELSON LTC CORP., DOES  
through 25, and and DOES 28 through 75,

Defendants.

Case No. BC403866

**STIPULATION AND [PROPOSED] ORDER  
GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Assigned to Hon. Ernest M. Hiroshige, Dept. 54

1 **[PROPOSED] ORDER**

2 NOW THEREFORE, having read and considered the *Stipulation of Settlement* attached hereto  
3 as Exhibit A (“Settlement Agreement”) between the Plaintiffs and Defendants named in the Operative  
4 Complaint and Exhibits thereto, IT IS HEREBY ORDERED:

5 1. This Order hereby incorporates by reference the definitions of the Settlement  
6 Agreement as though fully set forth herein, and all terms used herein shall have the same meaning  
7 as set forth in the Settlement Agreement. To the extent that any inconsistencies exist between this  
8 Order and the Settlement Agreement (including Exhibits thereto), the terms of the Settlement  
9 Agreement shall control.

10 2. The Law Offices of Ben Yeroushalmi, APC and Yeroushalmi & Associates shall  
11 represent the Class in this lawsuit as “Plaintiffs’ Class Counsel.” Any Class member may enter an  
12 appearance in this lawsuit, at their own expense, either individually or through counsel of their own  
13 choice. However, if they do not enter an appearance, they will be represented by Plaintiffs’ Class  
14 Counsel.

15 3. Denise Ewell, heir of and successor-in-interest to Mr. Robert Rose, deceased (as  
16 class representative for residents of TCCW), and Mildred DeJesus, heir of and successor-in-interest  
17 to Mr. Jose F. DeJesus (as class representative for residents of TCCE), shall represent the Class in  
18 this lawsuit as “Representative Plaintiffs.”

19 4. The Court hereby preliminarily approves the settlement as set forth in the Settlement  
20 Agreement as being in the range of reasonableness of a settlement that could ultimately be granted  
21 final approval by the Court.

22 5. The Settlement Administrator shall be \_\_\_\_\_.

23 6. A Final Approval Hearing shall be held on \_\_\_\_\_, **2015** at 8:30 a.m.  
24 before the Honorable Ernest M. Hiroshige in Department 54 of the Los Angeles Superior Court,  
25 Stanley Mosk Courthouse, Los Angeles, California located at 111 North Hill Street, Los Angeles,  
26 CA 90012. The purpose of the Final Approval Hearing will be to determine whether: (a) the  
27 proposed Settlement Agreement and the consideration to the Class described in section V.A of the  
28 Settlement Agreement should be finally approved by the Court as fair, reasonable and adequate; (b)  
any objections to the Settlement should be overruled; (c) the Attorneys’ Fees and Costs sought by

1 Plaintiff's Class Counsel should be approved in the amounts requested; (d) the settlement of the  
2 individual claims is fair, reasonable, and adequate; and (e) the Judgment of Dismissal With  
3 Prejudice dismissing the action - as the action pertains to allegations of conduct taking place at  
4 Torrance Care Center East, Inc. and Torrance Care Center West, Inc. only - with prejudice should be  
5 entered.

6 7. The Court hereby approves, as to form and content, the Class Notice attached hereto  
7 as Exhibit B.

8 8. The procedure for mailing and distributing the Notice to the Class members shall be  
9 as follows: By \_\_\_\_\_, 2015, the Defendants shall mail or cause to be mailed by the  
10 Settlement Administrator, by U.S. Mail to the last known address of record for each member of the  
11 Class, the Class Notice attached hereto as Exhibit B. Prior to serving the Class Notice, the third  
12 party Settlement Administrator to be selected by Class Counsel shall conduct a National Updated  
13 Address Search to obtain the most updated contact information on the class members to insure  
14 accuracy in service.

15 9. The Court finds that dissemination of the Class Notice in the manner set forth in this  
16 Order meets the requirements of California Code of Civil Procedure section 382 and California  
17 Rule of Court 3.769(f) and due process and constitutes the best notice practicable under the  
18 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

19 10. Any Class member who wishes to participate in the Settlement may submit a Claim  
20 Form (included within the Class Notice attached hereto as Exhibit B) in the manner as set forth on  
21 the Claim Form, to the address listed on the Claim Form. In order to be valid, the Claim Form must  
22 be postmarked no later than \_\_\_\_\_, 2015.

23 11. Any Class members may request exclusion from the Class by sending a letter to the  
24 Settlement Administrator by mail as set forth in the Settlement Agreement. In order to be valid, the  
25 Request for Exclusion must be postmarked no later than \_\_\_\_\_, 2015. If the Class  
26 member submits a valid and timely request for exclusion, such person shall have no rights under the  
27 Settlement Agreement, will not be entitled to any payment pursuant to the Settlement Agreement  
28 and will not be bound by the Settlement Agreement or Judgment of Dismissal with Prejudice.

1           12. Any Class member who wishes to object to all or any party of the proposed  
2 Settlement must file written objections with the Clerk of the Court of the Los Angeles County  
3 Superior Court in the manner set forth in the Class Notice by \_\_\_\_\_, **2015**. In addition,  
4 Class members who wish to appear at the Final Approval Hearing must so state in their objection.  
5 All objections must also be served on both Plaintiffs' Class Counsel and Defendants' Counsel as  
6 follows:

7           To Plaintiff's Class Counsel:

8                               Law Offices of Ben Yeroushalmi, APC  
9                               c/o Rodney Tolentino  
                                  9100 Wilshire Blvd., Suite 240W  
                                  Beverly Hills, CA 90212

10          To Defendants' Counsel:

11                               Lewis Brisbois Bisgaard & Smith LLP  
12                               c/o George Nowotny  
13                               633 West 5<sup>th</sup> Street, Suite 4000  
                                  Los Angeles, CA 90071

14 Only Class members who have timely filed and delivered properly completed written notices of their  
15 intent to appear will be entitled to be heard at the Final Approval Hearing unless the Court orders  
16 otherwise. Any Class member who does not make his or her objection in the manner provided for  
17 herein shall be deemed to have waived such objection and shall forever be foreclosed from making any  
18 objection to the fairness or adequacy of the proposed Settlement or to the award of Attorneys' Fees and  
19 Costs to Plaintiff's Class Counsel unless otherwise ordered.

20           13. All papers in support of the motion for final approval of the Settlement Agreement  
21 and any request by Plaintiffs' Class Counsel for final approval of Attorneys' Fees and Costs shall be  
22 filed by \_\_\_\_\_, **2015**.

23           14. The Court reserves the right to adjourn the date of the Final Approval Hearing  
24 without further notice to the Class members, and retains jurisdiction to consider all further  
25 applications arising out of or connected with the proposed Settlement Agreement.

26           15. Pending the Court's ruling at the Final Approval Hearing, neither the named  
27 Plaintiff, Class members, and any other person or entity, or any of them, whether directly,  
28 representatively, or in any other capacity, whether or not such persons have appeared in the lawsuit,

1 shall institute or prosecute any of the matters referenced as Released Claims in the Settlement  
2 Agreement.

3 16. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the  
4 negotiations or proceedings connected with it shall be construed in this action or any other lawsuit  
5 as an admission or concession by Defendants of the truth of any of the allegations in this action, or  
6 of any liability, fault or wrongdoing of any kind.

7 IT IS SO ORDERED.

8 Dated: \_\_\_\_\_, 2015

\_\_\_\_\_

Honorable Ernest M. Hiroshige  
Judge of the Superior Court

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# EXHIBIT B

**This Notice pertains to the settlement (“Class Action Settlement”) of a class action lawsuit entitled Christopher B. Chandler, et al., v. Long Beach Care Center, Inc., et al., Los Angeles Superior Court Case No. BC403866 (the “Lawsuit”). The Class Action Settlement applies to the following nursing home facilities only:**

- (1) TORRANCE CARE CENTER EAST (“TCCE”) and (2) TORRANCE CARE CENTER WEST (“TCCW”) (the “Facilities”) and their affiliated owners and companies, Vicki P. Rollins, William A. Nelson, Rollins-Nelson Healthcare Management Company, Inc., and Rollinsnelson Ltc Corp. (together with the Facilities, “Defendants”).

The Los Angeles Superior Court (the “Court”) has ordered that notice be given of the proposed Class Action Settlement in the Lawsuit. If the proposed Class Action Settlement is approved by the Court, your legal rights may be affected. This Notice of Proposed Class Action Settlement summarizes the Class Action lawsuit and the settlement, and what you need to do if you want to file a claim, opt out of the class, or object to the settlement.

The Lawsuit includes Class Allegations on behalf of a Class of residents of Torrance Care Center East and Torrance Care Center West (“Class Allegations”). The Parties have reached an agreement to settle the Class Allegations, subject to the Court’s approval.

The damages sought for the Class under the Class Allegations seek relief on behalf of the entire Class of persons who resided in either Torrance Care Center East or Torrance Care Center West during the Class Period. Under the Class Allegations, Representative Plaintiffs allege that the Defendants violated the California Consumer Legal Remedies Act (Civil Code section 1770 et seq) and Health & Safety Code section 1430(b) by allegedly (1) failing to meet California’s minimum staffing requirements, (2) failing to employ an adequate number of qualified employees to carry out all facility functions at the Facilities operated by the Defendants during the Class Period, and (3) engaging in false, deceptive and misleading advertising regarding the quality of care provided at the Facilities during the Class Period. The Defendants have denied, and continue to deny, any wrongdoing, as alleged in the Complaint or at all. The Court has made no determination about the merits of Plaintiffs’ claims or Defendants’ defenses.

The Court has already ruled, through contested Class Certification Motions, that the Litigation may be maintained as a Certified Class Action on behalf of the following Class of persons: All persons who resided in Torrance Care Center East, Inc. during the period of February 9, 2008 to July 15, 2013 and all persons who resided in Torrance Care Center West, Inc. during the period of February 9, 2008 to July 15, 2013 (“Class Period”). Excluded from the class are any of the Defendants’ officers, directors and employees; legal representatives, successors, and assigns; any entity in which one or more of the Defendants has a controlling interest; any judge to whom the Litigation is assigned and all members of his or her immediate family; and all persons who timely and validly request exclusion from the Class.

### **KEY SETTLEMENT TERMS**

The parties have negotiated a proposed settlement, the terms of which are set forth in the Class Action Settlement dated March 24, 2015 (“Settlement”), which is subject to Court approval. The complete Settlement Agreement for the Lawsuit can be obtained at [www.yeroushalmilaw.com](http://www.yeroushalmilaw.com). Here are the key terms of the Settlement:

1. **Injunction.** Pursuant to a Court-ordered injunction, the terms of which were negotiated by the parties to the Settlement, Defendants will ensure that nurse staffing levels at Torrance Care Center West, Inc. meet at least the minimum staffing requirements under California law. According to Health & Safety code section 1276.5, skilled nursing facilities operating in California, are required to provide a minimum nursing staff-to-resident ratio of 3.2 Nursing Hours Per Patient Per Day (“NHPPD”). Through the instant Settlement, the defendants are agreeing to provide a minimum nursing staff-to-patient ratio of 3.2 NHPPD at Torrance Care Center West, Inc. (Torrance Care Center East, Inc. no longer exists as it was merged into Torrance Care Center West, Inc.) The injunction shall become effective on the Effective Date of the Settlement, if it occurs, and remain in place thereafter for at least two years. This injunction, negotiated by the Class Representative and Class Counsel, confers a significant benefit on the Class Members still residing at Torrance Care Center West, Inc. All costs associated with the injunction and its enforcement shall be borne entirely by Settling Defendants.

Some of the benefits of the Injunction include, but are not limited to, the following:

Once a month for two years, Defendant shall provide the Independent Monitor with a monthly report (herein, “Compliance Report”) that contains detailed information about the actual and verifiable staffing levels provided by TCCW. The information included within the Compliance Report shall include, but is not limited to: (a) The actual nursing hours for each shift of each day during the prior monthly period (the “reporting period”); (b) the resident census for each day during the reporting period; (c) the NHPPD for each day during the reporting period; (d) the hire date, enrollment status, and training commencement date for each nurse assistant who is not yet certified, if any, whose hours

have been included in the NHPPD calculation during the reporting period; (e) documentary evidence, such as time card correction forms signed by the employee and supervisor, for all Nursing Hours claimed for any personnel with primarily administrative and/or non-nursing titles or duties; and (f) documentary evidence demonstrating actual dates, hours and assignments of all registry personnel providing direct nursing care and included in categories of Nursing Staff. Furthermore, Defendant shall provide the Monitor with any other back up data and information requested by the Monitor for the Monitor, if reasonably necessary, to do an in depth audit of the documentation provided by Defendant in support of Defendant's assertion of compliance with all terms of the Injunction. The Independent monitor will utilize the Compliance Reports and other staffing information to audit the staffing levels of TCCW - for a period of two years - to ensure compliance with the Injunction.

The Defendants have also agreed to surprise inspections by the independent monitor to determine compliance with the injunction. Should the monitor find substantial violations of the Injunction to be issued by the Court, there will be corrective action and there may be penalties imposed. The Court will retain jurisdiction to monitor and enforce the injunction.

2. **Cash Payments to Eligible Class Members.** The Defendants' obligation to pay cash to Class Claimants will be capped at a total payment of \$228,000 – the "Class Settlement Cash-Fund." All of the costs of Class Notice and Administration of Settlement shall be borne by Settling Defendants, and shall be paid by Settling Defendants above and beyond the Total Cash Amount of \$590,000 under the terms of this Settlement. In the event that the amount of total claims exceeds \$228,000, the payments to Class Claimants shall be pro-rated. The amount of \$228,000, which is subject to Court approval, will benefit the Class as follows:

**(a): Payments to Current and Former Living Residents of Defendants' Facilities:**

All persons who resided in Torrance Care Center East, Inc. any time from February 9, 2008 to July 15, 2013, or who resided in Torrance Care Center West, Inc. from February 9, 2008 to July 15, 2013, are entitled to receive \$400 if they timely submit a Claim Form.

**(b): Payments to Family Members of Deceased Former Residents (Survivors):**

The Successor in Interest of a deceased resident who resided in Torrance Care Center East, Inc. from February 9, 2008 to July 15, 2013, or in Torrance Care Center West, Inc. any time from February 9, 2008 to July 15, 2013, is entitled to receive \$200 if they timely submit a Claim Form.

**(c) Cy Pres Fund:**

In the event that total payments to Class Claimants plus half of the costs of Class Notice and Administration of Settlement are less than \$228,000, any unpaid amount ("Unused Funds") will not remit to Defendants, but shall be distributed for the benefit of the Class as follows: the Unused Funds shall be donated by Defendants, by way of equal or approximately equal awards in the nature of Cy Pres to the following charitable or non-profit organizations, which have been approved by the Court as serving a purpose that has a nexus with the underlying causes of action in this Litigation (the "Proposed Cy Pres Recipients"):

- a. Museum of Tolerance
- b. Disabled Veterans of America
- c. American Alzheimer's Association
- d. California Advocates for Nursing Home Reform
- e. Jewish Family Services of Los Angeles
- f. Bet Tzedek Legal Services
- g. St. Vincent Meals on Wheels

The Proposed Cy Pres Recipients shall be selected by Class Counsel, subject to the agreement of Defendants and Final Approval of the Court. These funds are to be expended by Defendants over the period of two years after the Judgment becomes Final.

3. **Incentive Payments to Representative Plaintiffs.** Representative Plaintiffs, Denise Ewell and Mildred DeJesus, dutifully served as Class Representatives and zealously pursued the best interests of the class in the face of consistently tough and strong resistance from Defendants. For Representative Plaintiffs' efforts in pursuing the best interests of the class, Denise Ewell and Mildred DeJesus will each receive \$1,000.

4. **Attorneys Fees and Litigation Costs.** As approved by the Court, two law firms served as “Class Counsel” throughout the Lawsuit on behalf of the Class: the Law Offices of Ben Yeroushalmi, and Yeroushalmi & Associates. Class counsel have worked on the case as to Torrance Care Center East and Torrance Care Center West since at least November 2010, interviewed more than 75 witnesses and obtained signed affidavits in support of Plaintiffs’ allegations from approximately 30 such witnesses, reviewed more than 50,000 pages of documents, briefed and argued approximately 20 motions related to these two entities (including two writs or applications to the appellate courts, one of which was a battle with the entire long term care industry seeking to overturn the Court’s ruling granting class certification in this matter), succeeded on a vigorously opposed Motion for Class Certification, engaged and extensively consulted expert witnesses and consultants, recalculated years of nurse to patient staffing ratios, and vigorously prepared the case for success at trial. The Litigation settled approximately two months before trial. During these several years of litigation (which included extensive research and investigations of the scope and severity of the Defendants’ alleged violations both prior to filing the instant Lawsuit and throughout the Litigation) Class Counsel have received no compensation for their services performed on behalf of residents of Torrance Care Center East and Torrance Care Center West, have advanced substantial litigation expenses on behalf of the Class, and have turned down countless opportunities for paid employment to focus their efforts on this intensely fought litigation. Subject to Court approval, the Defendants have agreed to pay, and Class Counsel will apply for reimbursement of attorneys’ fees and costs in the amount of Three Hundred Sixty Thousand Dollars (\$360,000), an amount which is well below Class Counsel’s actual “lodestar” for work and services performed and costs incurred in this action. Any award of attorneys’ fees and expenses will be paid separately from, and will not reduce, the benefits provided to Class members under the Settlement. Class Members are not personally liable for any attorneys’ fees and expenses to Plaintiffs’ counsel.

5. **Release of All Claims.** The Defendants categorically deny any and all allegations made by Plaintiffs in the Litigation, and affirm their ongoing commitment to remain in compliance with all applicable laws and regulations governing skilled nursing facilities in the State of California, including but not limited to the staffing requirements of California Health & Safety Code section 1276.5 (“Section 1276.5”). Defendants similarly deny any and all allegations of fraud as related to interactions with consumers, and affirm their intent to continue to operate within the terms and provisions of the Consumer Legal Remedies Act. Nevertheless, in exchange for agreeing to the injunction, the cash payments to class members (and to the Successors in Interest of deceased class members) and the other consideration from the Defendants as provided in the Settlement, Defendants and their related entities and affiliates shall be released from the following claims, and only from the following claims: allegations of violations of (1) California Health & Safety Code section 1430(b) based only on violations of Health & Safety Code sections 1276.5 or 1599.1(a), and nothing else, and (2) the Consumer Legal Remedies Act, predicated only on misrepresentations of the quality of care as related to the staffing levels in the facility, and in particular based on violations of Health & Safety Code sections 1276.5 or 1599.1(a), and nothing else. By releasing these claims, you will be giving up important rights and benefits, including the right to assert these or related claims to a jury. You may wish to consult with your own attorney before deciding to stay in the Class and give up those rights. Claims for personal injuries (if any) have been specifically excluded from the Lawsuit, and, as such, are not being released as part of the Settlement. Furthermore, claims for any other “Patients’ Rights” violations under Health & Safety Code section 1430(b) other than those claims based on violations of Health & Safety Code sections 1276.5 or 1599.1(a) have also been specifically excluded from the Lawsuit, and, as such, are not being released as part of the Settlement.

#### **HOW TO PARTICIPATE IN THE SETTLEMENT:**

If you are a member of the Certified Class, or you are a Successor In Interest to a deceased Class Member who was a resident of TCCE or TCCW during the certified class periods, and wish to participate in the Settlement, you must complete and submit the Claim Form in the manner prescribed therein, to the address listed on the Claim Form. The beneficiaries or surviving family members (Successors in Interest) of a deceased class member may participate in the Settlement and receive a cash payment by following the instructions on the Claim Form. Your interests will be represented by Class Counsel. If you choose, you may enter an appearance individually or through your own counsel at your own expense. You have the right to consult and/or retain an attorney of your own choice, at your own expense, to advise you regarding the Settlement and your rights in connection with the Settlement. **If you have questions about this settlement, you may contact counsel for the Plaintiffs at 310-623-1926.**

**HOW TO OPT-OUT:**

If you are a member of the Class and wish to exclude yourself from the Class, you must complete and mail the enclosed postcard requesting exclusion from the Class to: Christopher B. Chandler, et al., v. Long Beach Care Center, Inc., et al., c/o Gilardi & Co. LLC, P.O. Box 8060, San Rafael, CA 94912-8060. Your request must be postmarked no later than thirty (30) days after the date on which the Class Notice is mailed. Your request must contain (1) the name of this lawsuit; (2) your full name and current address; (3) a statement of intention to exclude yourself from this lawsuit; and (4) your signature. If you exclude yourself from the Class, you will not be entitled to participate in or object to the Settlement, you will not be entitled to submit a Claim Form, and you will not be bound by the Settlement or Judgment.

**HOW TO OBJECT TO THE SETTLEMENT:**

If you are a member of the Class and wish to object to or comment upon the Settlement, the objection must contain (1) the name of this lawsuit; (2) your full name and current address; (3) the grounds for your objection; and (4) that you resided in Torrance Care Center East, Inc. any time from February 9, 2008 to July 15, 2013; or resided in Torrance Care Center West, Inc. any time from February 9, 2008 to July 15, 2013. Class Members may so object either on their own or through an attorney hired at their own expense. Class Members who intend to appear and be heard at the Final Approval Hearing shall be required to so state in connection with their objection. Objections must be filed with the Court listed below, no later than twenty (20) calendar days after the Class Notice Date.

Clerk of the Court  
Superior Court of the State of California  
County of Los Angeles  
111 N. Hill Street,  
Los Angeles, CA 90012

Copies of any written objections must also be served on Plaintiffs' Class Counsel and Defendants' Counsel, at the following addresses: Law Offices of Ben Yeroushalmi, APC, (Plaintiffs' Class Counsel), c/o Rodney Tolentino, 9100 Wilshire Blvd., Suite 240W, Beverly Hills, CA 90212 and Lewis Brisbois Bisgaard & Smith, (Defendants' Counsel), c/o George Nowotny, Esq., 633 West 5<sup>th</sup> Street, Suite 4000, Los Angeles, CA 90071.

**FINAL APPROVAL HEARING:**

On October 27, 2015, at 8:30 a.m., the Honorable Ernest M. Hiroshige will hold a hearing in Department 54 of the Superior Court of the State of California for the County of Los Angeles, located at 111 N. Hill Street, Los Angeles, CA 90012, to determine whether the proposed settlement is fair, adequate and reasonable and should be approved. The hearing may be continued or rescheduled by the Court without further notice. The Court may enter its order at the hearing, or it may consider the matter further and enter its order after the hearing. If the Court approves the proposed settlement, it will enter a judgment that will dismiss the Litigation as to all Class Members, except those Class Members who request to be excluded from the Settlement. All people who meet the Class Definition and do not validly and timely request exclusion from the Class will be forever barred from prosecuting their own lawsuits relating to the conduct alleged in the operative complaint and released through the Settlement, and they and their heirs, executors, administrators, and representatives shall be deemed to have fully released and forever discharged such claims against Defendants and related persons and entities that in any way relate to the matters alleged in the Litigation. Personal injury claims are excluded from this definition.

# EXHIBIT C

Place  
Stamp  
Here

Christopher B. Chandler, et al.,  
v. Long Beach Care Center, Inc., et al.  
c/o Gilardi & Co. LLC  
P.O. Box 8060  
San Rafael, CA 94912-8060

CDLERS

Christopher B. Chandler, et al., v. Long Beach Care Center, Inc., et al.  
c/o Gilardi & Co. LLC  
P.O. Box 8060  
San Rafael, CA 94912-8060

**BY SIGNING THIS FORM, I REQUEST TO BE EXCLUDED FROM THE CLASS, TO BE EXCLUDED FROM THE SETTLEMENT, TO WAIVE ALL RIGHTS TO A BENEFIT CHECK, AND I CHOOSE NOT TO PARTICIPATE IN THE SETTLEMENT.**

**TO OPT OUT, PLEASE FILL OUT THIS FORM AS COMPLETELY AS POSSIBLE, SIGN WHERE INDICATED, AND MAIL THIS POSTCARD TO THE ADDRESS ABOVE. THIS FORM MUST BE POSTMARKED BY (30 days from mailing date of the Notice)**

Name/Address/Phone Number:

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Signature

Print Name

Date

# EXHIBIT D

**DAILY STAFFING SCHEDULES**

**&**

**DAILY ASSIGNMENT SHEETS**

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 11 - 7 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION A

7.

ROOM #	SHIFT	START TIME	END TIME	STATUS
1) RM.# 100A - 105B			2A - 2:30A	X
2) RM.# 106A - 111B			2:30A - 3A	X
3) RM.# 112A - 117A			2A - 2:30A	X
4) RM.# 117B - 200B			2:30A - 3A	X

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY  
 CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
 NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET  
 DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 11-7 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION B

7.

NURSING STATION/WING/UNIT/FLOOR	EMPLOYEE SIGNATURE	DISCIPLINE	SHIFT START/END	SHIFT START/END	EMPLOYEE SIGNATURE
5) RM.# 200C - 205B		C.N.A.		2A - 2:30A	X
6) RM.# 205C - 211A		C.N.A.		2:30A - 3A	X
7) RM.# 211B - 216B		C.N.A.		2A - 2:30A	X
		C.N.A.			X
		C.N.A.			X
		C.N.A.			

THIS SHEET IS TO BE USED TO ASSIGN NURSING STAFF TO PATIENT CARE UNITS. IT IS NOT TO BE USED FOR SCHEDULING PURPOSES. THE SIGNATURE OF THE NURSE OR NURSE ASSISTANT MUST BE OBTAINED PRIOR TO THE START OF THE SHIFT. THE SIGNATURE OF THE SUPERVISOR MUST BE OBTAINED PRIOR TO THE START OF THE SHIFT. THE SIGNATURE OF THE SUPERVISOR MUST BE OBTAINED PRIOR TO THE START OF THE SHIFT. THE SIGNATURE OF THE SUPERVISOR MUST BE OBTAINED PRIOR TO THE START OF THE SHIFT.

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 3 - 11 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION A

7.

TEAM LEADER	DISCIPLINE	SHIFT	START TIME	END TIME	ASSIGNMENT
1) RM.# 100A - 104B	C.N.A.		7P - 7:30P		X
2) RM.# 105A - 109B	C.N.A.		7P - 7:30P		X
3) RM.# 110A - 113C	C.N.A.		7:30P - 8P		X
4) RM.# 114A - 117B	C.N.A.		7P - 7:30P		X
5) RM.# 117C - 200C	C.N.A.		7:30P - 8P		X
	C.N.A.		7P - 7:30P		X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: \_\_\_\_\_ R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 3-11 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION B

7.

ROOM #	ASSIGNMENT	APPROPRIATE NAME	DESIGNATION	SHIFT	START TIME	END TIME	INITIALS
6) R.M.# 201A - 203C			C.N.A.		7:30P - 8P		X
7) R.M.# 204A - 207C			C.N.A.		7P - 7:30P		X
8) R.M.# 208A - 211C			C.N.A.		7:30P - 8P		X
9) R.M.# 212A - 216B			C.N.A.		7P - 7:30P		X
			C.N.A.				X
			C.N.A.				X
			C.N.A.				X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

- 1. FACILITY NAME: TORRANCE CARE CENTER WEST INC.      2. DATE OF PATIENT DAY: (MM/DD/YY)
- 3. DIRECTOR OF NURSING/DISEGNEE: IRENE OLAZO, R.N. - D.O.N.
- 4. SHIFT      1      2      3      5. SHIFT START TIME: (HH:MM AM/PM)
- 6. STATION/WING/UNIT/FLOOR: STATION A

7.

POSITION	1	2	3	START TIME	END TIME	INITIALS	STATUS
SUPERVISOR							X
RN/DSD							X
MDS NURSE							X
TREATMENT NURSE							X
TREATMENT NURSE							X
CHARGE NURSE							X
CHARGE NURSE							X
CHARGE NURSE							X
SUPERVISOR							X
CHARGE NURSE							X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC.

2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: IRENE OLAZO, R.N. - D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM)

6. STATION/WING/UNIT/FLOOR: STATION B

7.

PERSONNEL	SHIFT 1	SHIFT 2	SHIFT 3	START TIME	END TIME	STATUS
SUPERVISOR				R.N.		X
CHARGE NURSE				L.Y.N.		X
CHARGE NURSE				L.Y.N.		X
CHARGE NURSE				L.Y.N.		X
ACT. ASSNT/CAN				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X
ACT. ASSNT/CNA				C.N.A.		X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: RN.-DON

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 7-3 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION A

7.

STAFF NAME	SHIFT	START TIME	END TIME	STATUS
RNA: A		8A-8:15A	11:30A-12NN	X
Feeders: 109A		8A-8:15A	11A-11:30A	X
TEAM LEADER		8A-8:15A	11A-11:30A	X
1) RM.# 100A-102B		8A-8:15A	11A-11:30A	X
Feeders:		8:15A-8:30A	11:30A-12NN	X
2) RM.# 103A-105B		8A-8:15A	11A-11:30A	X
Feeders: 101A+101B		8:15A-8:30A	11:30A-12NN	X
3) RM.# 106A-109B		8A-8:15A	11A-11:30A	X
Feeders: 103A		8:15A-8:30A	11:30A-12NN	X
4) RM.# 110A-112A		8A-8:15A	11A-11:30A	X
Feeders: 108B		8:15A-8:30A	11:30A-12NN	X
5) RM.# 112B-114B		8A-8:15A	11A-11:30A	X
Feeders: 105B+114B		8:15A-8:30A	11:30A-12NN	X
6) RM.# 115A-117A		8A-8:15A	11A-11:30A	X
Feeders: 110A+115C		8:15A-8:30A	11:30A-12NN	X
7) RM.# 117B-120B		8A-8:15A	11A-11:30A	X
Feeders: 116B		8:15A-8:30A	11:30A-12NN	X

NURSING STAFFING ASSIGNMENT AND SIGN-IN SHEET

1. FACILITY NAME: TORRANCE CARE CENTER WEST INC. 2. DATE OF PATIENT DAY: (MM/DD/YY)

3. DIRECTOR OF NURSING/DESIGNEE: R.N.-D.O.N.

4. SHIFT 1 2 3 5. SHIFT START TIME: (HH:MM AM/PM) 7-3 SHIFT

6. STATION/WING/UNIT/FLOOR: STATION B

RNA: B	FEEDERS	C.N.A.	8:15A - 8:30A	11:30A - 12P	X
FEEDERS: 110A					
TEAM LEADER					
8) RM.# 121A - 200C					
FEEDERS: 117B					
9) RM.# 201A - 202C					
FEEDERS: 117C					
10) RM.# 203A - 205C					
FEEDERS: 207B					
11) RM.# 206A - 208A					
FEEDERS: 202B					
12) RM.# 208B - 212A					
FEEDERS: 211C					
13) RM.# 212B - 214A					
FEEDERS: 204C					
14) RM.# 214B - 216B					
FEEDERS: 206B					

FOR THE NURSING SUPERVISOR: \_\_\_\_\_  
 FOR THE NURSING SUPERVISOR: \_\_\_\_\_  
 DIRECTOR OF NURSING/DESIGNATION: \_\_\_\_\_

**DAILY NHPPD CALCULATIONS**

**&**

**DAILY CENSUS CALCULATIONS**

# TORRANCE CARE CENTER WEST, INC

## DAILY CENSUS REPORT - BLDG A

For the day of

**LEGEND:**

M Medicare A 0  
 W Medi-cal 0  
 MCP Medi-cal Pending 0  
 HMO PVT Insurance/ Mgd Care 0  
 VA Veterans Affairs 0

INS Skilled Insurance 0  
 HSP Hospice 0  
 PVT Private Pay 0  
**Total In-patient** 0  
 BH BEDHOLD 0  
**TOTAL CENSUS** 0

RM	BED	MR#	NAME	INS	RM	BED	MR#	NAME	INS
100	A				122	A			
100	B				122	B			
101	A				200	A			
101	B				200	B			
102	A				200	C			
102	B				201	A			
103	A				201	B			
103	B				201	C			
104	A				202	A			
104	B				202	B			
105	A				202	C			
105	B				203	A			
106	A				203	B			
106	B				203	C			
107	A				204	A			
107	B				204	B			
108	A				204	C			
108	B				205	A			
109	A				205	B			
109	B				205	C			
110	A				206	A			
110	B				206	B			
111	A				207	A			
111	B				207	B			
112	A				207	C			
112	B				208	A			
113	A				208	B			
113	B				209	A			
113	C				209	B			
114	A				209	C			
114	B				210	A			
115	A				210	B			
115	B				211	A			
115	C				211	B			
116	A				211	C			
116	B				212	A			
117	A				212	B			
117	B				213	A			
117	C				213	B			
118	A				213	C			
118	B				214	A			
119	A				214	B			
119	B				215	A			
119	C				215	B			
120	A				215	C			
120	B				216	A			
121	A				216	B			
121	B								
121	C								

**NURSING HOURS**

	DAY	PM	NGT	TOT
R.N.				
MDS/LVN				
R.N.A.				
C.N.A.				
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

RN	(No. of RNs x 8.0) =	-
LVN	(No. of LVNs x 8.0) =	-
R.N.A.	(No. of RNAs x 8.0) =	-
C.N.A.	(No. of CNAs x 8.0) =	-
	<b>TOTAL HOURS</b>	-
	PPD (Actual) Total Hrs/ Census	#DIV/0!

# TORRANCE CARE CENTER WEST, INC

## DAILY CENSUS REPORT - BLDG B

For the day of

**LEGEND:**

M	Medicare A	0	INS	Skilled Insurance	0	
W	Medi-cal	0	HSP	Hospice	0	
MCP	Medi-cal Pending	0	PVT	Private Pay	0	
HMO	PVT Insurance/ Mgd Care	0	<b>Total In-patient</b>		0	
VA	Veterans Affairs	0	BH	BEDHOLD	0	
					<b>TOTAL CENSUS</b>	<b>0</b>

RM	BED	MR#	NAME	INS	RM	BED	MR#	NAME	INS
1	A				23	A			
1	B				23	B			
2	A				23	C			
2	B				24	A			
3	A				24	B			
3	B				24	C			
4	A				25	A			
4	B				25	B			
5	A				25	C			
5	B				26	A			
6	A				26	B			
6	B				27	A			
7	A				27	B			
7	B				27	C			
8	A				28	A			
8	B				28	B			
9	A				29	A			
9	B				29	B			
10	A				29	C			
10	B				30	A			
11	A				30	B			
11	B				30	C			
12	A				31	A			
12	B				31	B			
13	A				31	C			
13	B				32	A			
14	A				32	B			
14	B				32	C			
15	A				33	A			
15	B				33	B			
16	A				33	C			
16	B				34	A			
17	A				34	B			
17	B				34	C			
17	C				35	A			
18	A				35	B			
18	B				35	C			
18	C				36	A			
19	A				37	A			
19	B				37	B			
19	C				37	C			
20	A				38	A			
20	B				38	B			
20	C				38	C			
21	A				39	A			
21	B				39	B			
21	C				39	C			
22	A				40	A			
22	B				40	B			
					40	C			

**NURSING HOURS**

	DAY	PM	NGT	TOT
R.N.				
MDS/LVN				
R.N.A.				
C.N.A.				
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

RN	(No. of RNs x 8.0) =	-
LVN	(No. of LVNs x 8.0) =	-
R.N.A	(No. of RNAs x 8.0) =	-
C.N.A	(No. of CNAs x 8.0) =	-
<b>TOTAL HOURS</b>		-
PPD (Actual) Total Hrs/ Census		#DIV/0!



**TORRANCE CARE CENTER WEST INC.  
NURSING STAFF DIRECTLY RESPONSIBLE FOR RESIDENT CARE**

**DATE: AUGUST \_\_\_\_\_, 2015**

**DAY: \_\_\_\_\_**

**LICENSED NURSING STAFF**

**UNLICENSED NURSING STAFF**

**DAY SHIFT**

RN'S HRS.	LVN'S HRS.	RNA'S HRS.	CNA'S HRS.
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MINIMUM DATA SET HRS.	DIR. OF STAFF DEVELOPMENT HRS.	ACT. ASST/CNA HRS.
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**EVENING SHIFT**

RN HRS.	LVN'S HRS.	CNA'S HRS.
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**NIGHT SHIFT**

RN HRS.	LVN'S HRS.	CNA'S HRS.
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**TOTAL CENSUS: \_\_\_\_\_ PPD: \_\_\_\_\_**

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**PROOF OF SERVICE**

I am employed in the City of Beverly Hills, County of Los Angeles, State of California. At the time of service, I was at least 18 years of age and **not a party to this action**. My business address is 9100 Wilshire Boulevard, Suite 240W, Beverly Hills, CA 90212.

On July 31, 2015, I served the following document(s):

**STIPULATION AND [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT RE: TORRANCE CARE CENTER EAST, INC. AND TORRANCE CARE CENTER WEST, INC.**

on the interested parties by placing ( ) the original to ( X ) a true and correct copy thereof in sealed envelope(s) addressed as follows:

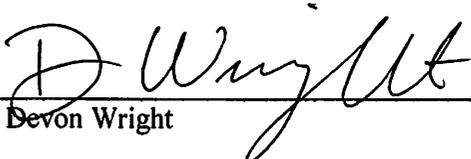
Judith Tishkoff, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
633 W. 5<sup>th</sup> Street, Suite 4000  
Los Angeles, CA 90071

Bryan Reid, Esq.  
Damian Northcutt, Esq.  
Lewis Brisbois Bisgaard & Smith, LLP  
650 E. Hospitality Lane, Suite 600  
San Bernardino, CA 92408

X BY MAIL: I enclosed the document(s) in a sealed envelope addressed to the person(s) at the address(es) listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, the envelope was deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

Executed this 31<sup>st</sup> of July 2015, at Beverly Hills, California.

  
Devon Wright