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Electronically Filed
Superior Court of California
County of Santa Cruz
February 23, 2023
Clerk of the Court by Deputy,
Daiseo, Declan

Attorneys for Plaintiff,
MARIA RIOS-ROMAN, and all others similarly situated
(Additional attorneys for Plaintiff on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ
(UNLIMITED JURISDICTION)

MARIA RIOS-ROMAN, on behalf of herself,
all others similarly situated, the general public,
and as an “aggrieved employee” on behalf of
other “aggrieved employees” under the Labor
Code Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

SEASONS MANAGEMENT, LLC, an Oregon
limited liability company; SM SANTA CRUZ
LIMITED PARTNERSHIP, an Oregon limited
partnership; SL - SUN OAK, LLC, an Oregon
limited liability company; and DOES 1–50,
inclusive,

Defendant(s).

Case No.: 20CV00783

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Hearing Information

Action filed: 03/09/2020
Hearing Date: 02/14/2023
Hearing Time: 8:30 a.m.
Hearing Dept: 10, The Honorable Paul
M. Marigonda



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MARIA RIOS-ROMAN, and all others similarly situated



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1 This matter came on for hearing on February 14, 2023 at 8:30 a.m. in Department 10 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Joint Stipulation of Class
4 Action and PAGA Settlement and Release of Claims (the "Settlement") filed herewith which
5 provides for a Gross Settlement Amount ("GSA") of \$350,000.00 in compromise of all disputed
6 claims on behalf of current and former non-exempt caregiver employees employed by
7 Defendants Seasons Management, LLC, SM Santa Cruz Limited Partnership, and SL - Sun Oak,
8 LLC (collectively "Defendants") who worked in California during the Class Period. All
capitalized terms used herein shall have the same meaning as defined in the Settlement.

9 On February 14, 2023, the Court issued the following Tentative Ruling, also attached
10 hereto as "Exhibit A":

11 **"Based on the pleadings submitted, the settlement is entitled to a presumption of**
12 **fairness and no evidence having been presented to overcome the presumption, the**
motion for final approval is granted.

13 **The fees and costs requested appear to be reasonable therefore the motion for**
14 **attorney's fees, legal costs, and incentive award is granted."**

15 In accordance with the Court's prior ruling granting Preliminary Approval of Class
16 Action Settlement, Class Members have been given notice of the terms of the Settlement and
17 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
18 received and considered the Settlement, the supporting papers filed by the Parties, and the
19 evidence and argument received by the Court in conjunction with the motions for preliminary
20 and final approval of the Settlement, the Court grants final approval of the Settlement and
21 **HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING**
DETERMINATIONS:

22 1. The Court has jurisdiction over the subject matter of the Action and over all
23 Parties to the Action, including all Class Members who did not request to be excluded from the
24 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
25 Class Action Settlement of November 6, 2022, the Class Notice was sent to each Class Member
26 by First Class U.S. mail. The Class Notice informed Class Members of the terms of the
27 Settlement, their right to receive their proportional share of the Settlement, their right to request
28 exclusion, their right to comment upon or object to the Settlement, and their right to appear in
person or by counsel at the final approval hearing and be heard regarding final approval of the



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1 Settlement. Adequate periods of time were provided by each of these procedures. No member
2 of the Class presented written objections to the proposed Settlement as part of this notice
3 process, stated an intention to appear, or actually appeared at the final approval hearing.

4 2. For purposes of this Settlement, “Class”, or “Class Members” or “Settlement
5 Class” means all persons Defendants employed in California as hourly, non-exempt employees
6 during the Class Period. Settlement, ¶ I.B. The “Class Period” means the period of time from
7 November 13, 2016 through the preliminary approval order date. Settlement, ¶ I.F.3. The Court
8 finds and determines that the notice procedure afforded adequate protections to Class Members
9 and provides the basis for the Court to make an informed decision regarding final approval of
10 the Settlement based on the responses of Class Members. The Court finds and determines that
11 the notice provided in this case was the best notice practicable, which satisfied the requirements
12 of law and due process as to all persons entitled to such notice.

13 4. **Release by Plaintiff and Class Members.** The Parties agree that it is their intent
14 that the resolution set forth in this Settlement will release and discharge the Released Claims by
15 way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or
16 other action of any kind by each and all of the Settlement Class Members (including
17 participation to any extent in any representative or collective action) against the Released
18 Parties. This release will not take effect until Defendants have paid in full the First Installment
19 Payment of the Gross Settlement Amount provided that Plaintiff retains the right to seek to void
20 such effect of the release in the event Defendants default on any subsequent installment payment
21 as such payments are set forth in this Settlement Agreement. In the event Plaintiff establishes a
22 payment default, this release will not take effect until Defendants have paid the Gross Settlement
23 Amount in full. All PAGA Members, regardless of whether they submit timely and valid
24 requests for exclusion from the Settlement, will release all Released Claims under PAGA against
25 the Released Parties. The State of California will also release all Released Claims under PAGA
26 against the Released Parties.

27 5. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
provisions of the Settlement, including the release of claims contained therein, should be and
hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
according to its terms. As of the Effective Date of Settlement, and for the duration of the Class



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1 Period, all Class Members are hereby deemed to have waived and released all Released Claims
2 and are forever barred and enjoined from prosecuting the Released Claims against the Released
3 Parties as fully set forth in the Settlement. No objections were received by the Parties or the
4 Court through the date of this Final Order and Judgment. The Court finds that no Class Member
5 submitted a request for exclusion from the Settlement as determined by the Settlement
Administrator.

6 6. The Court finds and determines that (a) the Settlement Shares to be paid to
7 Participating Class Members and (b) the \$3,000.00 payment to the LWDA for settlement of civil
8 penalties under the California Labor Code Private Attorneys General Act of 2004, as amended,
9 California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and
10 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts
11 be made to the Participating Class Members and to the California Labor & Workforce
12 Development Agency, in accordance with the terms of the Settlement.

13 7. The Court further grants final approval to and orders that the following payments
14 be made in accordance with the terms of the Settlement:

15 a. A Class Counsel Fees Payment in the amount of \$116,666.65 for
16 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$9,271.11 to
Class Counsel;

17 b. \$15,000.00 as a Class Representative Payment payable to Plaintiff Maria
18 Rios-Roman for her service as the class representative;

19 c. \$8,000.00 in Settlement Administrator Costs payable to Phoenix
20 Settlement Administrators for its services as the Settlement Administrator;

21 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
22 LWDA; and

23 e. Employer-side payroll taxes (to be paid in addition to the Gross
24 Settlement Amount by Defendant.

25 8. The settlement administration shall proceed as directed in the Settlement, and no
26 payments pursuant to the Settlement shall be distributed until after the date the Effective Date.
27 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
28 jurisdiction of all matters relating to the interpretation, administration, implementation,
effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to



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1 California Rule of Court 3.769(h).

2 9. Defendants shall deposit the Settlement proceeds in an account designated by the
3 Settlement Administrator: (i) the total amount of all Settlement Shares to Participating Class
4 Members, (ii) the Court approved Class Counsel fees & costs, (iii) the Court-approved Class
5 Representative Payment, (iv) the Court-approved costs of the Settlement Administrator, and (v)
6 the payment to the LWDA. The Settlement Administrator shall establish an interest-bearing
7 Settlement Account for distributing Settlement Shares and Payments identified in this
8 Agreement. Defendants shall pay the Gross Settlement Amount (exclusive of any interest that
9 may accrue in the interest-bearing account, as provided in this Section) pursuant to the following
10 two-year payment plan: (1) a payment installment in the amount of \$116,666.66 ("First
11 Installment Payment") within ten (10) calendar days of the Effective Date; (2) monthly
12 payments thereafter in the amount of at least \$10,144.93 payable on or before the first of each
13 month for 23 months or until the full Gross Settlement Amount (exclusive of any interest that
14 shall accrue in the interest-bearing account) is met, ("Monthly Installment Payments").
15 Defendants shall wire the Monthly Installments to an interest-bearing account to be established
16 and maintained by the Settlement Administrator. All interest that shall accrue in said account on
17 any portions of the Gross Settlement Amount shall be paid out to Participating Class Members
18 as part of any Net Settlement Amount. The Settlement Administrator shall establish and
19 maintain a Qualified Settlement Fund for the collection and administration of settlement funds.
20 Defendants shall also pay their share of the employer-side payroll taxes in addition to the GSA.

21 10. Defendants' payment of such sums shall be the sole financial obligation of
22 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
23 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
24 expenses.

25 12. Any check issued by the Settlement Administrator to Participating Class
26 Members shall be negotiable for one hundred and eighty (180) calendar days. Those funds
27 represented by checks returned as undeliverable and those checks remaining un-cashed for more
28 than 180 days after issuance (collectively, "Voided Settlement Checks"), plus any interest that
has accrued on those funds, will be paid to the California Unclaimed Property Fund.

13. Nothing in this Final Order and Judgment shall preclude any action to enforce
the Parties' obligations under the Settlement or hereunder, including the requirement that



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1 Defendants deposit funds for distribution by the Settlement Administrator to Participating Class
2 Members in accordance with the Settlement.

3 14. The Court hereby enters final Judgment in this case in accordance with the terms
4 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
5 and this Final Order and Judgment.

6 15. The Parties are hereby ordered to comply with the terms of the Settlement.

7 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
8 provided by the Settlement and this Final Order and Judgment.

9 17. The Settlement is not an admission by Defendants nor is this Final Order and
10 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
11 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
12 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
13 and Judgment, Settlement, any document referred to herein, any exhibit to any document
14 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
15 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
16 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
17 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
18 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
19 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
20 and any other papers and records on file in the Action may be filed in this Court or in any other
21 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
22 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
23 the Release Claims.

24 18. This document shall constitute a Judgment for purposes of California Rule of
25 Court 3.769(h).

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

27 Date: February 23, 2023

M. L. Carter

Judge of the Superior Court Carter, Marjorie L


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EXHIBIT A

LAW AND MOTION TENTATIVE RULINGS
DATE: FEBRUARY 14, 2023 TIME: 8:30 A.M.

measures to alleviate Plaintiffs' concerns and attempts at settlement. Plaintiffs were not sitting idly by doing nothing.

Defendants' RJN:

1. Second Amended Complaint, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
2. Third Amended Complaint, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
3. Court order denying Plaintiffs' Motion for Preliminary Injunction, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
4. Government Code § 65850 – Granted
5. Santa Cruz County Code zoning and design review ordinances, sections 13.10.130, 13.10.321(A), 13.10.323(C), 13.10.700-B – Granted
6. County Site, Architectural and Landscape Design Review ordinances, including section 13.11.072(B)(2)(b) – Granted
7. Robert Klein Declaration, filed 8/11/22, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
8. Hemant Taneja Declaration, filed 8/11/22, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
9. Kirsten Barron Declaration, filed 8/11/22, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
10. David C. Beach Declaration, filed 8/11/22, *763 Las Olas Drive v. Voris* (22CV01609) – Granted
11. Project plans, sheets P-6 and P-7, showing elevations -- Denied

No. 20CV00783

RIOS-ROMAN v SEASONS MANAGEMENT

(UNOPPOSED) MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Based on the pleadings submitted, the settlement is entitled to a presumption of fairness and no evidence having been presented to overcome the presumption, the motion for final approval is granted.

The fees and costs requested appear to be reasonable therefore the motion for attorney's fees, legal costs, and incentive award is granted.

State of California,
County of Los Angeles

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

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carolyn.hall@ogletreedeakins.com
patricia.hernandez@ogletreedeakins.com

XXXX (BY EMAIL) I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address nora@spivaklaw.com.

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

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