

1 GRAHAMHOLLIS APC
2 Graham S.P. Hollis (SBN 120577)
3 gholis@grahamhollis.com
4 Vilmarie Cordero (SBN 268860)
5 vcordero@grahamhollis.com
6 David Lin (SBN 312350)
7 dlin@grahamhollis.com
8 3555 Fifth Avenue Suite 200
9 San Diego, California 92103
10 Telephone: 619-692-0800/Facsimile: 619-692-0822
11 Attorneys for Plaintiff MAYRA QUINONES

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 MAYRA QUINONES, MARY BUCHANAN,
11 and JOSEFINA FRIAS, individually and on
12 behalf of all similarly situated employees of
13 Defendants in the State of California,

14 Plaintiffs,

15 v.

16 ATRIA MANAGEMENT COMPANY, LLC,
17 ATRIA SENIOR LIVING, INC., and DOES 1
18 THROUGH 50, inclusive,

19 Defendants.

Case No.: 19STCV11267

UPDATED ~~PROPOSED~~ JUDGMENT

Date: May 1, 2023
Time: 4:00 p.m.
Judge: Hon. Stuart Rice / Dept: 1

19 In accordance with, and for the reasons stated in the Order of Final Approval, final judgment is
20 hereby entered in this Action in favor of Plaintiffs Mayra Quinones, Mary Buchanan and Josefina Frias in
21 the amount of \$1,000,000.00 against Defendants Atria Management Company, LLC and Atria Senior
22 Living, Inc. ("Defendants") (Plaintiffs and Defendants collectively referred to as the "Parties"). Plaintiffs
23 and all Class Members shall take nothing from Defendant, except as expressly set forth in the
24 STIPULATION AND AGREEMENT OF COMPROMISE, SETTLEMENT, AND RELEASE
25 ("Settlement," "Settlement Agreement," or "Agreement") attached as **Exhibit A** to the Order on Final
26 Approval, which is hereby incorporated by reference.

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IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. In accordance with the Order Granting Plaintiffs Mayra Quinones, Mary Buchanan and Josefina Frias's Unopposed Motion For Final Approval Of Class And Collective Action Settlement, Class Representative Enhancement Awards And Administration Costs and Plaintiffs' Application For Attorneys' Fees And Costs In Connection With Final Approval Of Class And Collective Action Settlement, the Court finds the \$1,000,000.00 non-reversionary settlement fair, adequate and reasonable and hereby enters final judgment.
2. Regarding the Settlement Class:
 - This Court grants class certification and hereby certifies the following Settlement Classes for purposes of effectuating the settlement:
 - o **Labor Code/FLSA Class (aka "Non-Exempt Class")**: which is defined as all current and former non-exempt employees of Defendants in the State of California during the period from July 28, 2018 through February 15, 2021 ("Labor Code/FLSA Class Period").
 - o **Background Check Class**: which is defined as all individuals who applied for work and/or were employed by Defendants in the State of California during the period from February 11, 2015 through February 15, 2021 and were subjected to Defendants' employment-related background check procedures.
 - o **Waiting Time Penalties Subclass**: which means all members of the Non-Exempt Class whose employment with Defendant ended at any time from during the Labor Code/FLSA Class Period.
 - "Class Period" refers to the period of April 3, 2018 – February 15, 2021.
 - The Court finds that zero (0) members of the Settlement Class objected to the Settlement, and that there are a total of 15,021 Class Members.
 - As of the full funding of the Settlement on May 24, 2022, and except as to such rights or claims as may be created by the Agreement, each Participating Labor Code/FLSA Class Member, and each of their respective executors, administrators, representatives,

agents, heirs, successors, assigns, trustees, spouses, or guardians, released each of the Released Parties of and from any and all claims, rights, demands, liabilities, and causes of action, known or unknown, that were alleged or that could have been alleged based on the facts alleged in the Action and the PAGA Letters, including all claims based on any violation of the California Labor Code and Fair Labor Standards Act. The Labor Code/FLSA Class Released Claims specifically include, without limitation, claims for:: (1) Labor Code penalties under the Private Attorneys General Act; (2) Failure to Pay Overtime; (3) Failure to Pay Minimum Wages; (4) Unpaid Wages and Liquidated Damages (including those under the FLSA for Class Members who submit a valid FLSA Opt-In Form); (5) Failure to Provide Meal and Rest Periods; (6) Failure to Provide Compliant Wage Statements; (7) Failure to Pay Wages Upon Termination; (8) Failure to Provide Sick Leave and Notice Thereof; (9) Failure to Pay Wages at the Regular Rate of Pay (including Sick Leave pay); (10) Unfair Business Practices pursuant to Business & Professions Code Sections 17200, et seq.; and (11) all such all such claims arising from the applicable Wage Order(s), throughout the Labor Code/FLSA Class Period.

- As of the full funding of the Settlement on May 24, 2022, and except as to such rights or claims as may be created by the Agreement, each Participating Background Check Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, released each of the Released Parties of and from any and all claims, rights, demands, liabilities, and causes of action, known or unknown, that were alleged or that could have been alleged based on the facts alleged in the Action including all claims the Fair Credit Reporting Act, the California Investigative Consumer Reporting Agencies Act, and the California Consumer Credit Reporting Agencies Act. The Background Check Class Released Claims specifically include, without limitation: claims for: (1) Violations of the Fair Credit Reporting Act; (2) Violations of the California Investigative Consumer

Reporting Agencies Act; and (3) Violations of the California Consumer Credit Reporting Agencies Act throughout the Background Check Class Period.

- As of the full funding of the Settlement on May 24, 2022, and except as to such rights or claims as may be created by the Agreement, each Aggrieved Employee, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, released each of the Released Parties of and from any and all claims, rights, demands, liabilities, and causes of action alleged in any of the LWDA notice letters and Complaints filed by Plaintiffs in the Action, including Labor Code sections 201, 201.3, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 212, 216, 218.5, 218.6, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 226.8, 227.3, 233, 234, 245, 246, 247, 247.5, 248, 248.5, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698 et seq, 2699 et seq., 2802, 2810 and 2810.3. The PAGA Release will be effective as to Aggrieved Employees regardless of whether or not they are also Class Members and/or exclude themselves from the Class Settlement.
 - “Released Parties” refers to: Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.
3. The six individuals who submitted valid and timely requests from exclusion shall not be bound by the Settlement and release. Teresa Harmon, Paul Richardson, Renee Bullock, Lauren Cabrera, Alexandria Soltero, and Thomas Vantuyl are deemed not part of the Settlement Class.
4. Further, the Court hereby:
- Awards \$333,333.33 in attorney's fees to Class Counsel;
 - Awards \$35,000.00 in litigation costs to Class Counsel;

- Awards \$10,000 to Plaintiff Mayra Quinones, \$7,500 to Plaintiff Josefina Frias, and \$7,500 to Plaintiff Mary Buchanan, as Class Representative Incentive Payments (\$25,000 total);
 - Awards \$55,000 in claims administration costs to Simpluris, Inc., or \$70,000 if a second distribution of funds to the Settlement Class is warranted under the Settlement Agreement; and
 - Approves the payment of \$22,500 (75% of the \$30,000 PAGA penalty) to the California Labor Workforce Development Agency.
5. The Court finds that the Settlement funds were disbursed by Simpluris, Inc., in accordance with the provisions of Paragraph 4. After making two distributions to Participating Class Members, there remained a total of \$33,308.01 in unclaimed funds. Simpluris, Inc., sent the entire amount of the remaining unclaimed funds to the Office of the State Controller for deposit in the Unclaimed Property Fund.
6. This Judgment has been satisfied.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: 04/25/2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Honorable Stuart Rice
Judge of the Superior Court