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19 *Picos*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF SAN FRANCISCO**

18 NUBIA ALVAREZ, individually, and on behalf
19 of all others similarly situated,

20 Plaintiff,

21 vs.

22 SRG OPERATING, INC. dba COVENTRY
23 PLACE, a Delaware corporation; and DOES 1
24 through 10, inclusive,

25 Defendants.

FILED
Superior Court of California
County of San Francisco

MAY 16 2022

CLERK OF THE COURT

BY: *[Signature]*
Deputy Clerk

Case No.: CGC-20-583540

[Hon. ^{R. Ulmer}~~Ethan P. Schulman~~, Dept. 302]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with Notice and Motion
for Final Approval, the Declaration of Kane
Moon; Declaration of Paul K. Haines;
Declaration of Plaintiff Nubia Alvarez;
Declaration of Plaintiff Andrea Picos]*

FINAL APPROVAL HEARING

Date: May 13, 2022

Time: 9:30 a.m.

Dept: 302

ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

1 On January 4, 2022, this Court issued an Order Granting Preliminary Approval of
2 Class Action Settlement. Plaintiffs Nubia Alvarez and Andrea Picos now seeks an order
3 granting final approval of the Class Action Settlement (collectively the "Settlement"), attached
4 to the Declaration of Kane Moon in Support of Plaintiffs' Motion for Final Approval of Class
5 Action Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as
7 defined below, and the Court having considered Plaintiffs' Notice of Motion and Motion for
8 Final Approval of Class Action Settlement ("Motion"), the supporting declarations and
9 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
10 objections received regarding the proposed settlement, and having reviewed the record in the
11 Action, and good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
14 set forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
16 Settlement Class Members, and Defendant SRG Operating, Inc. ("Defendant").

17 The Court finds that the Settlement appears to have been made and entered into in
18 good faith and hereby approves the settlement subject to the limitations on the requested fees
19 and enhancements as set forth below.

20 Plaintiffs and all Settlement Class Members, shall have, by operation of this Final
21 Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 Defendants from all Released Claims as stated in the Settlement and reproduced here:

23 The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: All current and former non-exempt hourly employees of Defendants
27 employed in California at any time from February 15, 2019 through September 16, 2021.

28 Based on the latest report by the settlement administrator on April 14, 2022, no Class

1 Members have objected to the terms of the Settlement and only three class members have
2 requested exclusion from the Settlement.

3 Class Members, except the above three individuals who requested exclusion, make the
4 following release:

5 (a) **Identity of Released Parties.** The released parties are Defendant SRG
6 Operating, Inc. and any of its past, present, and future direct or indirect
7 parents, subsidiaries, predecessors, successors, affiliates, and other
8 related entities which are involved in owning or operating senior living
9 communities in California, including but not limited to, SRG Pacific
10 Mgmt, LLC, SRG Management LLC, SRG California Mgmt LLV, SRG
11 Sacramento Mgmt LLV, SRG ServCo Management LLC, Sherman Oaks
12 Subtenant LLC, SP Sherman Oaks LLC, LVR Subtenant LLC, SP La
13 Vida Real LLC, Maravilla Subtenant LLC, SP Maravilla LLC,
14 Northridge Subtenant LLC, SP Northridge LLC, PDR Subtenant LLC,
15 SP Peninsula Del Rey LLC, Laguna Hill Subtenant LP, Simi Hills
16 Subtenant LP, Golden Gate Subtenant LP, Burbank Subtenant LP,
17 Mission Viejo Subtenant LP, Coventry Subtenant LP, Kensington
18 Subtenant LP, Sierra Pointe Subtenant LP, Cerritos Subtenant LP,
19 Regency Subtenant LP, Las Palmas Subtenant LP, as well as each of its
20 or their past, present and future officers, directors, employees, partners,
21 members, shareholders and agents, attorneys, insurers, reinsurer, and any
22 individual or entity which could be jointly liable with
23 Defendant(collectively "Released Parties").

24 (b) **Date Release Becomes Active.** The Released Claims will be released
25 upon full payment of all funds due under the terms of this Settlement.
26 Class Members will not release the Released Claims or Released PAGA
27 Claims until all funds due under the Terms of the Settlement are paid and
28 the Effective Date has occurred.

1 (c) **Claims Released by Settlement Class Members.** Each and every Class
2 Member, on behalf of himself or herself and his or her heirs and assigns,
3 unless he or she has submitted a timely and valid Request for Exclusion
4 (which will not effectuate an opt-out from the release of Released PAGA
5 Claims), hereby releases the Released Parties from the following claims
6 for the entire Class Period:

7 1) all wage and hour claims that were alleged or could have been
8 alleged, known or unknown, including those based on the same or similar facts in the
9 Complaints and First Amended Complaint(s), and the anticipated Second Amended Complaint
10 filed by Named Plaintiffs in the Action under any state law, federal law, common law, equity
11 or other theory, including the Claims set forth in the Lawsuit, specifically, (1) Failure to Pay
12 Wages for All Time Worked at Minimum Wage (LC §§ 204, 223, 558, 558.1, 1194, 1997); (2)
13 Failure to Pay Proper Overtime Wages for Daily Overtime Hours Worked and All Hours
14 Worked (LC §§ 204, 510, 558, 558.1 1194, 1198); (3) Failure to Authorize or Permit Meal
15 Periods and Pay Meal Period Premium Wages at the Regular Rate of Pay (LC §§ 512, 226.7);
16 (4) Failure to Authorize or Permit Rest Periods (LC § 226.7); (5) Failure to Provide Complete
17 and Accurate Wage Statements (LC §§ 226, 1174, 1174.5); (6) Failure to Timely Pay all
18 Earned Wages and Final Paychecks Due at Time of Separation of Employment (LC §§ 201-
19 203); (7) Failure to Reimburse Business Expenses (LC § 2802); (9) Unlawful Deductions; (8)
20 Unfair Business Practices (Business & Professions code §§ 17200 et seq.); (9) Suitable
21 Seating; and (10) Violation of the California Private Attorneys General Act of 2004 (Labor
22 Code § 2698, et seq.), including those claims set forth in Named Plaintiffs Letters and
23 Amended Letters to the Labor & Workforce Development Agency for alleged violations of
24 Labor Code sections 201, 202, 203, 204, 218.5, 221, 223, 224, 226(a), 226.3, 226.7, 510,
25 512(a), 551, 552, 558, 1174, 1174.5, 194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the
26 IWC Wage Orders generally, predicated on the same or similar facts and/or claims alleged in
27 the Actions, as well as any and all other claims under California common law, the California
28 Labor Code including but not limited to the Private Attorneys General Act, the Fair Labor

Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions, as well as any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Action, any and all other claims under law that were or could have been alleged under the allegations and/or claims pleaded in the Actions. Any and all federal claims, including but not limited to claims under the Fair Labor Standards Act, shall likewise be released, and shall be barred by the settlement by virtue of res judicata, in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018). The claims set forth in this Paragraph hereinabove shall be collectively referred to as the “Released Claims.”

Opt-in to Release Under Fair Labor Standards Act: Settlement Class Members will be advised that they will opt into a settlement of claims for unpaid compensation under the Fair Labor Standards Act (“FLSA”) by cashing or otherwise depositing the check for their Settlement Class Payment. This will be set forth in the Notice.

In addition, *all* Class Members employed during the PAGA Period, whether requesting exclusion from the Settlement or not, shall release all claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Named Plaintiffs’ administrative exhaustion letters submitted to the LWDA and/or any Complaint in this matter (i.e., the Released PAGA Claims).

The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the

1 methodology used to calculate and pay each Settlement Class Member's Allocation Amount
2 are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement
3 Shares to the Settlement Class Members in accordance with the terms of the Settlement.

4 Defendant shall pay the total of \$2,500,000.00 to resolve this litigation. Defendant
5 agrees to fund the settlement within 21 calendar days of the Effective Date. The Settlement
6 Administrator shall cause the Settlement Payments to be mailed to the Class Members within
7 14 calendar days after the final funds are deposited with the settlement administrator.
8 Thereafter, Settlement Allocation Amounts shall be distributed to Settlement Class Members
9 shall be effected pursuant to the terms of the Settlement.

10 From the Gross Fund Value, \$75,000.00 shall be paid to the California Labor and
11 Workforce Development Agency, representing 75% of the penalties awarded under the terms
12 of the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act
13 of 2004, California Labor Code section 2698, et seq.

14 The Court hereby approves an incentive payment in the amount of \$10,000.00 each to
15 Nubia Alvarez and Andrea Picos for a total of \$20,000.00 for their service as class
16 representatives and for their agreement to a general release of their claims.

17 The Court hereby confirms Kane Moon, Allen Feghali, and Enzo Nabiev of Moon &
18 Yang, APC and Haines Law Group, APC as Class Counsel.

19 From the Gross Settlement Fund, Class Counsel is awarded \$833,333.33 for their
20 reasonable attorneys' fees and \$15,592.98 for their reasonable costs incurred in the Action.
21 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The
22 Court finds that the fees are reasonable in light of the benefit provided to the Class.

23 The Court approves Settlement Administration Costs in the amount of \$35,000.00.
24 Such costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.

25 The Parties are ordered to have notice of this Order and Judgment sent to all Class
26 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first
27 class mail to all participating Class Members at their last known addresses, and to the LWDA
28 pursuant to Labor Code § 2699(1)(3);

1 This Judgment is intended to be a final disposition of the above captioned action in its
2 entirety and is intended to be immediately appealable.

3 This Court shall retain jurisdiction with respect to all matters related to the
4 administration and consummation of the Settlement, and any and all claims, asserted in,
5 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
6 matters related to the Settlement and the determination of all controversies relating thereto.

7 Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby granted, and
8 the Court directs that Judgment shall be entered in accordance with the terms of this Order.

9 The Court sets a ~~Non-Appearance~~ ² Hearing (Case Review) Re: Distribution on April 27,
10 2023 at 9:30 a.m. in Department 302. Class Counsel is ordered to file a final report and
11 declaration regarding distribution no later than April 13, 2023.

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13 **IT IS SO ADJUDGED.**

14 DATE: 5/16/22

15 
16 Hon. Richard B. Ulmer, Jr.
17 JUDGE OF THE SUPERIOR COURT
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