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12 Attorneys for Plaintiffs KIM STAPLETON, LISA BO and RAQUEL MARTINEZ,
13 Individually and on behalf of the State of California

14 (Additional Counsel Listed Below)

15 **SUPERIOR COURT OF CALIFORNIA**
16 **COUNTY OF SAN DIEGO**

17 * * *

18 KIM STAPLETON, LISA BO and RAQUEL
19 MARTINEZ, individually as aggrieved
20 employees and on behalf of the State of
21 California,

22 Plaintiff,

23 vs.

24 COVENANT CARE CALIFORNIA, LLC, a
25 California Limited Liability Company;
26 Covenant Care Capitola, LLC, a California
27 Limited Liability Company; Covenant Care
28 Courtyard, LLC, a California Limited Liability
Company; Covenant Care Encinitas, LLC, a
California Limited Liability Company;
Covenant Care La Jolla, LLC, a California
Limited Liability Company; Covenant Care
Lodi, LLC, a California Limited Liability
Company; Covenant Care Long Beach, Inc., a
California Limited Liability Company;
Covenant Care Mission, Inc., a California
Limited Liability Company; Covenant Care
Morgan Hill, LLC, a California Limited
Liability Company; and Covenant Care Orange,

Case No. 37-2018-00010777

**PLAINTIFFS' NOTICE OF ENTRY OF
JUDGMENT**

1 Inc., a California Limited Liability Company
2 and DOES 1 through 50, inclusive,

3 Defendants.

4 **S. BRETT SUTTON SBN 143107**

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6 **SUTTON HAGUE LAW CORPORATION, P.C.**

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Attorneys for Plaintiff RAQUEL MARTINEZ, individually and on behalf of the State of
California

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 20, 2021, the Court in this matter granted approval of the PAGA Settlement Agreement and Release by and between the Parties and entered judgment on the matter. A true and correct copy of the fully-executed and conformed Order and Judgment is attached hereto.

Dated: May 25, 2021

SUTTON HAGUE LAW CORPORATION, P.C.



By: _____
JARED HAGUE
Attorneys for Plaintiffs
KIM STAPLETON, LISA BO and
RAQUEL MARTINEZ

FILED
Clerk of the Superior Court

MAY 20 2021

ELECTRONICALLY RECEIVED

Superior Court of California,
County of San Diego

04/27/2021 at 04:53:57 PM

Clerk of the Superior Court
By Erika Engel, Deputy Clerk

By: B. Orihuela, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

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4 KIM STAPLETON, LISA BO and RAQUEL
5 MARTINEZ, individually as aggrieved
6 employees and on behalf of the State of
7 California,

8
9 Plaintiff,

10 vs.

11 COVENANT CARE CALIFORNIA, LLC, a
12 California Limited Liability Company;
13 Covenant Care Capitola, LLC, a California
14 Limited Liability Company; Covenant Care
15 Courtyard, LLC, a California Limited Liability
16 Company; Covenant Care Encinitas, LLC, a
17 California Limited Liability Company;
18 Covenant Care La Jolla, LLC, a California
19 Limited Liability Company; Covenant Care
20 Lodi, LLC, a California Limited Liability
21 Company; Covenant Care Long Beach, Inc., a
22 California Limited Liability Company;
23 Covenant Care Mission, Inc., a California
24 Limited Liability Company; Covenant Care
25 Morgan Hill, LLC, a California Limited
26 Liability Company; and Covenant Care Orange,
27 Inc., a California Limited Liability Company
28 and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2018-00010777

**PROPOSED JUDGMENT AND
ORDER RE APPROVAL OF PAGA
SETTLEMENT**

Date: May 20, 2021
Time: 9:30 a.m.
Dept.: C-66
Judge: Hon. Kenneth J. Medel

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Approval of PAGA Settlement came before this Court, the Honorable
3 Kenneth J. Medel presiding, on May 20, 2021. The Court having considered the papers submitted
4 in support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. The Court has jurisdiction over the subject matter of this action, the Plaintiffs, the
6 PAGA Members as defined and set forth in the Settlement Agreement and Release on file herein
7 ("Settlement"), and the named Defendants.

8 2. Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal.
9 Lab. Code § 2699(1)(2), the State of California's Labor Workforce Development Agency
10 ("LWDA") has been given notice of the Settlement. Pursuant to PAGA, concurrent with the
11 motion seeking approval of the Settlement being filed with the Court, Plaintiffs served upon the
12 LWDA a notice of the Settlement consisting of: copies of the complaint in this action; a notice of
13 the scheduled judicial hearings in this class action; copies of the Settlement Agreement, proposed
14 notices of settlement. The Court finds and determines that Plaintiffs' notice of the Settlement was
15 timely, adequate, and compliant with the statutory requirements of PAGA. Accordingly, Cal. Lab.
16 Code § 2699(1)(2) is satisfied. Pursuant to Labor Code § 2699(1)(3), Plaintiffs shall submit a copy
17 of this Judgment and Order to the LWDA within 10 days of entry of this Judgment and Order.

18 3. The Court has considered all relevant factors for determining the fairness of the
19 Settlement and has concluded that all such factors weigh in favor of approving the Settlement. The
20 Court hereby approves the Settlement and expressly finds that the Settlement is, in all respects,
21 fair, reasonable, and adequate. The Court approves, adopts, and incorporates by reference the
22 terms and conditions of the Settlement, together with the definitions used and contained therein.

23 4. The Settlement is not an admission by Defendants, nor is this Judgment and Order
24 a finding of validity of any allegations or of any wrongdoing by Defendants. Neither this Order
25 and Judgement, the Settlement, or any other documents referred to herein, nor any action taken to
26 carry out the Settlement, may be construed as, or may be used as, an admission of any fault,
27 wrongdoing, omission, or liability whatsoever by or against Defendants.

1 5. The Court approves the payment to the LWDA of seventy-five percent (75%) of
2 the PAGA Settlement Fund, as set forth in Paragraphs I.21, V.3 and VI.1 of the Settlement, and
3 orders payment of that amount in accordance with the terms of the Settlement.

4 6. The Court approves settlement administration costs in the amount of Thirty-Three
5 Thousand Five Hundred Dollars (\$33,500.00) for Simpluris and orders that amount be paid out of
6 the Maximum Settlement Amount in accordance with the Settlement.

7 7. The Court approves Plaintiffs' requested attorneys' fees in the amount of One
8 Million Eighty-Eight Thousand Five Hundred Dollars (\$1,088,500.00) and requested litigation
9 costs of Twenty-Eight Thousand Ninety-One Dollars (\$28,091.00).

10 8. The Court approves Service Enhancement Payments of Seven Thousand Five
11 Hundred Dollars (\$7,500.00) to Plaintiff Kim Stapleton, Two Thousand Five Hundred Dollars
12 (\$2,500.00) to Plaintiff Lisa Bo, and Two Thousand Five Hundred Dollars (\$2,500.00) to Plaintiff
13 Raquel Martinez.

14 9. The Court approves the Individual Settlement Payments to be paid to the PAGA
15 Members, as set forth in Paragraphs IV.3 and V.2. The Court hereby orders the payment of those
16 amounts be made to the PAGA Members in accordance with the Settlement.

17 10. Upon completion of administration of the Settlement, the Settlement Administrator
18 will provide written certification of such completion to the Court and counsel for the parties.

19 11. Nothing in this Judgment and Order will preclude any action to enforce the Parties'
20 obligations under the Settlement or under this Judgment and Order, including the requirement that
21 Defendants provide payment of the Maximum Settlement Amount to Simpluris in accordance with
22 the Settlement.

23 12. The Court approves the release of PAGA claims set forth in Paragraphs I.27 and
24 I.V. Pursuant to the Settlement, the PAGA Members, including Plaintiffs, the State of California,
25 and the LWDA, are permanently barred from prosecuting the Released Claims against the
26 Covenant Care Releasees.

1 13. The Court approves the named Plaintiffs' general release of all claims as set forth
2 in Paragraph IV.6. of the Settlement.

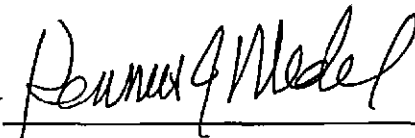
3 14. Without affecting the finality of this Judgment and Order in any way, the Court
4 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
5 effectuation and enforcement of this Judgment and Order and the Settlement.

6 15. The Court hereby enters Final Judgment in accordance with the terms of the
7 Settlement and this Judgment and Order. Accordingly, upon entry of this Judgment Order, the
8 Parties shall effectuate and carry out the terms of the Settlement.

9 16. The Parties will bear their own costs and attorneys' fees except as otherwise
10 provided this Judgment and Order.

11
12 **IT IS SO ORDERED.**

13
14 Dated: 5.20., 2021

BY 
HON. KENNETH J. MEDEL

PROOF OF SERVICE

My business address is 9790 Gateway Drive, Suite 200, Reno, Nevada 89521. I am employed in Reno, Nevada. I am over the age of 18 years and am not a party to this case.

On the date indicated below, I served the foregoing document(s) described as:
[PROPOSED] JUDGMENT AND ORDER RE APPROVAL OF PAGA SETTLEMENT on all interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Kathryn T. McGuigan Morgan, Lewis & Bocklus LLP 300 S. Grand Ave., Ste. 2200 Los Angeles, CA 90071 kathryn.mcguigan@morganlewis.com Attorneys for Defendant	Michael Miller Christopher Light Light & Miller, LLP 8880 Rio San Diego Drive Rio Vista Tower, 8th Floor San Diego, California 92108 Tel: (619) 554-8460 Fax: (619) 996-7070 michael@lightmiller.com chris@lightmiller.com	Arin Norijanian James Demerjian Arin James LLP 100 N. Brand Blvd., Ste. 620 Glendale, California 91203 Tel: (818) 476-0133 arin@arinjames.com james@arinjames.com
Christopher J. Taylor Morgan, Lewis & Bocklus LLP 600 Anton Blvd., Suite 1800 Costa Mesa, CA 92626 christopher.taylor@morganlewis.com Attorneys for Defendant	R. Scott Erlewine Nicholas A. Carlin Brian S. Conlon Phillips, Erlewine, Given & Carlin LLP 39 Mesa Street, Suite 201 – The Presidio San Francisco, CA 94129 Tel: 415-398-0900 Fax: 415-398-0911 rse@phillaw.com nac@phillaw.com bsc@phillaw.com	

 (BY FIRST CLASS MAIL) I am readily familiar with the business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the United States Postal Service on the date noted below in the ordinary course of business, at Reno, Nevada.

 X (BY EMAIL) Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic services address.

EXECUTED on April 27, 2021, at Fresno, California.

 X (STATE) I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.



Rachel Mullinax

PROOF OF SERVICE

My business address is **9790 Gateway Drive, Suite 200, Reno, Nevada 89521**. I am employed in Reno, Nevada. I am over the age of 18 years and am not a party to this case.

On the date indicated below, I served the foregoing document(s) described as:
PLAINTIFFS' NOTICE OF ENTRY OF JUDGMENT on all interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Kathryn T. McGuigan Morgan, Lewis & Bocklus LLP 300 S. Grand Ave., Ste. 2200 Los Angeles, CA 90071 kathryn.mcguigan@morganlewis.com Attorneys for Defendant	Michael Miller Christopher Light Light & Miller, LLP 8880 Rio San Diego Drive Rio Vista Tower, 8th Floor San Diego, California 92108 Tel: (619) 554-8460 Fax: (619) 996-7070 michael@lightmiller.com chris@lightmiller.com	Arin Norijanian James Demerjian Arin James LLP 100 N. Brand Blvd., Ste. 620 Glendale, California 91203 Tel: (818) 476-0133 arin@arinjames.com james@arinjames.com
Christopher J. Taylor Morgan, Lewis & Bocklus LLP 600 Anton Blvd., Suite 1800 Costa Mesa, CA 92626 christopher.taylor@morganlewis.com Attorneys for Defendant	R. Scott Erlewine Nicholas A. Carlin Brian S. Conlon Phillips, Erlewine, Given & Carlin LLP 39 Mesa Street, Suite 201 – The Presidio San Francisco, CA 94129 Tel: 415-398-0900 Fax: 415-398-0911 rse@phillaw.com nac@phillaw.com bsc@phillaw.com	

____ (BY FIRST CLASS MAIL) I am readily familiar with the business' practice for collection and processing of correspondence for mailing, and that correspondence, with postage thereon fully prepaid, will be deposited with the United States Postal Service on the date noted below in the ordinary course of business, at Reno, Nevada.

 X (BY EMAIL) Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic services address.

EXECUTED on May 25, 2021, at Fresno, California.

 X (STATE) I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.



Rachel Mullinax