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Attorneys for Plaintiff Laura Herrera, individually and on behalf of others similarly situated and other aggrieved employees

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Attorneys for Plaintiff, VALERIE CHAVEZ
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LAURA HERRERA, VALERIE
CHAVEZ, individually and on behalf of
others similarly situated and other
aggrieved employees,

Plaintiffs,

v.

CASCADE LIVING GROUP
MANAGEMENT, LLC, an active
Washington Limited Liability Company;
and DOES 1 through 10,

Defendants.

Case No.: 20STCV48606

CLASS AND REPRESENTATIVE ACTION

*[Assigned to Hon. Stuart M. Rice
in Dept. SS-1]*

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

Non-Appearance Review Date: March 4, 2025
Non-Appearance Review Time: 4:00 p.m.

1 **TO THE HONORABLE COURT, PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 **PLEASE TAKE NOTICE** that, on February 26, 2024, before the Honorable Stuart M.
4 Rice in Department SS-1 of the above-entitled court, hearing was held on Plaintiffs' Motion for
5 Final Approval of Class Action Settlement in the above-entitled case. Attorney Zorik
6 Mooradian and Attorney Haik Hacopian of Mooradian Law, APC appeared remotely on behalf
7 of Plaintiff Laura Herrera and class members, Attorney Anthony L. Draper of James Hawkins
8 APLC appeared remotely on behalf of Plaintiff Valerie Chavez and class members, and
9 Attorney Diane Marie O'Malley and Attorney Warren F. Hodges of Hanson Bridgett LLP
10 appeared remotely on behalf of Defendant Cascade Living Group Management LLC.

11 After the hearing, the Court entered the Order and Judgment Granting Plaintiffs' Motion
12 for Final Approval of Class Action Settlement, Class Representatives' Enhancement Awards,
13 Class Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA
14 Payment, a true and correct copy of which is appended hereto.

15
16 Dated: March 1, 2024

MOORADIAN LAW, APC
JAMES HAWKINS APLC

17
18
19 By: /s/Haik Hacopian
20 Zorik Mooradian, Esq.,
21 Haik Hacopian, Esq.,
22 James R. Hawkins, Esq.,
23 Isandra Fernandez, Esq.,
24 Attorneys for Plaintiffs, individually and on
25 behalf of other persons similarly situated and
26 other aggrieved employees
27
28

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Attorneys for Plaintiff Laura Herrera, individually and on behalf of other persons similarly situated and similarly aggrieved employees

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Attorneys for Plaintiff, VALERIE CHAVEZ
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LAURA HERRERA, VALERIE
CHAVEZ, individually and on behalf of
other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

CASCADE LIVING GROUP
MANAGEMENT, LLC, and DOES 1
through 10,

Defendants.

Case No.: 20STCV48606

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Stuart M. Rice
in Dept. SS-1]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, CLASS
REPRESENTATIVES' ENHANCEMENT
AWARDS, CLASS COUNSEL
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATION
COSTS, AND LWDA PAYMENT**

Date: February 26, 2024

Time: 10:30 a.m.

Dept.: SS-1

**~~PROPOSED~~ ORDER AND JUDGMENT APPROVING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

02/29/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 On February 26, 2024, the Court considered the motion of Plaintiff Laura Herrera and
2 Plaintiff Valerie Chavez ("Plaintiffs") for Final Approval of Class Action Settlement and
3 Payment of: (1) Class Representatives' Enhancement Awards, (2) Class Counsel Attorneys'
4 Fees and Costs, (3) Settlement Administration Costs, and (4) LWDA Payment. Having
5 considered the Motion, and all legal authorities and documents concurrently and previously
6 submitted in support thereof, including the Stipulated Settlement Agreement ("Settlement
7 Agreement" or "S.A"), and good cause appearing, IT IS HEREBY ORDERED and
8 ADJUDGED that the motion is GRANTED, subject to the following findings and orders:
9

10 1. This Court has jurisdiction over the subject matter of this litigation and over
11 the Parties to this litigation, including the Settlement Class;

12 2. Final approval shall be with respect to the Settlement Class defined as:
13 All current and former non-exempt employees employed by Cascade Living Group, Inc.,
14 Cascade Living Group Management, LLC, Cascade Living Group – Hemet, LLC, or Cascade
15 Living Group – Grass Valley, LLC, in California during the period starting December 21,
16 2016 to December 13, 2022 ("Class Period");

17 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
18 Class as set forth in the Settlement Agreement has been completed in conformity with
19 preliminary approval granted on August 14, 2023. The Notice Documents provided adequate
20 notice of the proceedings and about the case, including the proposed settlement terms and
21 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
22 Documents fully satisfied due process requirements. The Notice Documents were sent via
23 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who
24 could be identified through reasonable effort. As executed, the Notice Documents
25 constituted the best notice practicable under the circumstances;

26 4. No Settlement Class Member has requested to be excluded from the
Settlement;

1 5. The Court hereby approves the terms set forth in the Settlement Agreement
2 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
3 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
4 Court finds that the Settlement Agreement has been reached as a result of informed and non-
5 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
6 extensive investigation and research, and their attorneys were able to reasonably evaluate
7 their respective positions. The Court also finds that settlement now will avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to
9 continue to litigate the case. The Court has reviewed the monetary recovery being provided
10 as part of the settlement and recognizes the significant value accorded to the Settlement
Class;

11 6. The class release, as set forth in the Settlement Agreement and Notice
12 Documents, is as follows:

13 Release As To All Participating Class Members. Upon the Effective Date and
14 funding in full of the Settlement Amount by Defendant, all Settlement Class Members who
15 do not timely opt out of the Settlement ("Participating Class Members"), including their
16 heirs, assigns, estates and representatives, shall be deemed to fully forever, irrevocably and
17 unconditionally release and discharge the Released Parties from the Released Claims. The
18 Settlement Agreement shall be in full settlement, compromise, release and discharge of the
19 Released Claims and each of them, and the Released Claims by the Class Representative,
20 and the Released Parties shall have no further or other liability or obligation to any Class
21 Member and/or the Class Representative with respect to the Released Claims and Class
Representative's Released Claims, except as expressly provided herein.

22 Release As To All Aggrieved Employees. Upon the Effective Date and funding in full of
23 the Settlement Amount by Defendant, Plaintiff and the State of California shall be deemed to fully
24 forever, irrevocably and unconditionally release and discharge the Released Parties from the
25 Released PAGA Claims.
26

1 “Released Claims” means all class claims alleged in the operative complaint which
2 are based upon the alleged actions that occurred during the Class Period, and those claims
3 that could have been based on the same factual allegations and legal assertions made in the
4 operative complaint, and expressly excluding all other claims, including claims for vested
5 benefits, wrongful termination, unemployment insurance, disability, social security,
6 workers’ compensation, and class claims outside of the Class Period.

7 “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and
8 Plaintiffs’ PAGA notices to the LWDA which occurred during the PAGA Period, and expressly
9 excluding all other claims, including claims for vested benefits, wrongful termination,
10 unemployment insurance, disability, social security, workers’ compensation, and PAGA claims
11 outside of the PAGA Period.

12 “Released Parties” means Defendant, and each of Defendant’s respective past, present,
13 and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents,
14 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
15 companies, subsidiaries, related entities, affiliates, divisions, predecessors, successors, assigns,
16 and joint venturers. Defendant BPM Senior Living Company is expressly excluded from the
17 definition of Released Parties.

18 7. Defendant shall pay the Settlement Class pursuant to the procedure described
19 in the Settlement Agreement and the Notice Documents;

20 8. The Court hereby confirms the appointment of Plaintiff Laura Herrera and
21 Plaintiff Valeria Chavez as Class Representatives for settlement purposes and awards a
22 \$7,500 payment to each Plaintiff for their services to the Settlement Class. The Court finds
23 that these amounts are fair and reasonable in light of Plaintiffs’ contributions to this
24 litigation and the risks they undertook in being the named plaintiffs. The enhancement
25 awards awarded under this paragraph shall be paid in accordance with the terms of the
26 Settlement Agreement;

1 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
2 Hacopian of the Mooradian Law, APC and James R. Hawkins and Isandra Fernandez of
3 James Hawkins APLC as Class Counsel;

4 10. The Court hereby awards attorneys' fees in the amount of \$283,333.33 and
5 finds that the attorneys' fees requested are reasonable in light of the relevant factors under
6 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance
7 with the terms of the Settlement Agreement;

8 11. The Court also awards costs in the amount of \$18,330.35 and finds that the
9 costs requested are reasonable in light of the relevant factors under California law. The costs
10 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
11 Agreement;

12 12. The Court approves the payment of \$11,000 to CPT Group for the fees and
13 costs of administering the settlement. The payment authorized by this paragraph shall be
14 made in accordance with the terms of the Settlement Agreement;

15 13. The Court approves a \$30,000 allocation for release of the PAGA claims.
16 From this allocation, the Court approves the payment of \$22,500 (75%) to the California
17 Labor and Workforce Development Agency ("LWDA") and \$7,500 (25%) to Aggrieved
18 Employees i.e. "all non-exempt employees who are or previously were employed by
19 Defendant Cascade Living Group Management, LLC in California during the PAGA Period
20 ("the period starting December 19, 2019 to December 13, 2022"). The payments authorized
21 by this paragraph shall be made in accordance with the terms of the Settlement Agreement;

22 14. The Gross Settlement Amount of the Settlement is \$850,000.00 (plus
23 Defendant's employer share of taxes), from which the above noted awards shall be deducted
24 as follows: \$15,000 for service awards to both Plaintiffs (\$7,500 each), \$283,333.33 for
25 attorneys' fees, \$18,330.35 in litigation costs, \$11,000 in administration costs, and a
26 \$30,000 allocation for release of PAGA claims. The remaining amount of \$492,336.32
(which excludes the employer share of taxes), or Net Settlement Amount, shall be paid to

1 the 743 Participating Settlement Class Members in accordance with the terms of the
2 Settlement Agreement;

3 15. The Court shall have and retain continuing jurisdiction over this action and
4 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
5 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
6 Agreement and this Order and Judgment;

7 16. A Non-Appearance Review Hearing re Final Distribution is scheduled for
8 March 4, 2025 at 4:00 p.m. and a distribution report is to be filed not later than five (5) court
9 days in advance; and

10 17. Plaintiff shall provide notice of this Order and Judgment to the LWDA as
11 required under PAGA.

12 Dated: 02/29/2024



A handwritten signature in black ink, appearing to read "Stuart M. Rice", written over a horizontal line.

Honorable Stuart M. Rice
Judge of the Superior Court
Stuart M. Rice / Judge

PROOF OF SERVICE
20STCV48606

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **March 1, 2024**, I served on the parties of record in this action the foregoing document(s) described as:

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

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Diane Marie O'Malley, Esq. domalley@hansonbridgett.com Emily J. Leahy, Esq. eleahy@hansonbridgett.com Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, CA 94105 Telephone: (415) 777-3200 Facsimile: (415) 541-9366 Attorneys for Defendant Cascade Living Group Management, LLC	Warren Hodges, Esq. whodges@hansonbridgett.com Hanson Bridgett LLP 500 Capitol Mall, Suite 1500 Sacramento, CA 95814 Telephone: (916) 491-3015 Facsimile: (916) 491-3075 Attorneys for Defendant Cascade Living Group Management, LLC
Isandra Fernandez, Esq. isandra@jameshawkinsaplc.com James Hawkins, Esq. james@jameshawkinsaplc.com Lance Dacre, Esq. lance@jameshawkinsaplc.com Anthony Draper, Esq. anthony@jameshawkinsaplc.com JAMES HAWKINS APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Phone: (949) 387-7200 Fax: (949) 387-6676 Attorneys for Plaintiff Valerie Chavez	Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

☒ **VIA ELECTRONIC SERVICE** –Based on a court order or agreement of the parties to accept service by electronic transmission, I caused the document(s) to be sent to the above persons listed at their electronic notification addresses by uploading the

document(s) to the CASEANYWHERE service.

☒ **STATE** – I declare under penalty of perjury under the laws of the “State of California that the above is true and correct

Executed on **March 1, 2024** at Calabasas, California.

/s/Haik Hacopian

Haik Hacopian

PROOF OF SERVICE