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17 SUPERIOR COURT OF CALIFORNIA

18 COUNTY OF TULARE

19 JACQUELINE LEIJA, in a representative
capacity,

20 Plaintiffs,

21 v.

22 WESTMONT LIVING, INC., a California
23 Corporation, FRESNO OPERATIONS, LP a
California limited partnership, and DOES 1
24 through 30, inclusive,

25 Defendants.
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CASE NO.: VCU285994
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Bret Hillman, Dept. 7*

~~PROPOSED~~ ORDER APPROVING PAGA
SETTLEMENT, AND ENTERING
JUDGMENT THEREON

Hearing:
Date: February 27, 2024
Time: 8:30 a.m.
Dept: 07

Complaint Filed: February 22, 2021
First Amended Complaint Filed: Nov. 22, 2022
Trial Date: Not Set

ORDER APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on February 27, 2024, at 8:30 a.m. in Department 07 of the above-captioned court on the unopposed Motion for Approval of a PAGA Settlement.

Having considered the Joint Stipulation and Settlement Agreement of PAGA Claims (the “Settlement Agreement” or “Settlement”) and the PAGA Notice appended thereto; having considered the briefing and submissions filed with the Court; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Jacqueline Leija (“Plaintiff”) and Defendants Westmont Living, Inc. and Fresno Operations, LP (collectively, “Defendants”) and the subject matter of the action, which involves the Private Attorneys General Act of 2004 (“PAGA”).

2. The Court hereby GRANTS approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement. The Court finds that the Settlement terms are fair to all concerned. This signed Order constitutes the “Settlement Approval Order” discussed herein and in the Settlement.

3. The following definitions, as provided in the Settlement, shall apply herein:

A. **“Complaint”** means the First Amended Complaint, filed on November 22, 2022, in this Action.

B. **“Defendants”** means Westmont Living, Inc. (“Westmont Living”) and Fresno Operations, LP (“Fresno Operations”).

C. **“PAGA Period”** means the period from February 16, 2022 until the date the Court signs this Order.

D. **“Plaintiff’s Counsel”** means John M. Scheppach of Scheppach Bauer PC.

E. **“Claims”** and **“Released Claims”** means any and all claims for civil penalties under PAGA during the PAGA Period that were asserted in the Complaint, or any

1 other claims for civil penalties under PAGA during the PAGA Period that could have been
2 asserted in the Complaint based on the facts alleged therein. This includes, but is not limited
3 to, any and all claims for civil penalties during the PAGA Period concerning: meal and rest
4 breaks; unpaid regular wages, minimum wages, overtime and double time wages, and sick
5 leave pay; wage statement violations; record keeping violations; expense reimbursement;
6 and separation pay violations. Specifically, and without limitation, the Claims include
7 claims for civil penalties under PAGA during the PAGA Period for violation of the
8 California Labor Code, or any law or regulation related to wage and hour law, asserted or
9 that could have been asserted in the Complaint based on the facts alleged, including without
10 limitation California Labor Code section 201, 202, 203, 204, 208, 210, 218, 226, 226.3, 233,
11 246, 246.5, 256, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
12 1199, and 2802. The Released Claims shall run during the entire PAGA Period. The terms
13 “Claims” and “Released Claims” do not include any non-PAGA claims. As of the Effective
14 Date and upon payment by Defendants of all funds due under this Settlement, each PAGA
15 Member shall be deemed to have fully, finally, and forever released, relinquished, and
16 discharged all Released Claims against the Released Parties. The Parties agree and
17 acknowledge that, to the maximum extent permitted by law, the Settlement Approval Order
18 entered pursuant to this Settlement will bind all those who would be bound by a judgment if
19 the action had been brought by the LWDA, including Plaintiff, the LWDA, and the PAGA
20 Members, with respect to the recovery of civil penalties asserted in the Claims against the
21 Released Parties. The scope of the “Claims” or “Released Claims” is coextensive with the
22 preclusive effect of the Settlement Approval Order.

23 F. **“Released Parties”** means Defendants, and each of their former or
24 present parents, subsidiaries, affiliates, investors, partners, owners, related organizations,
25 predecessors, or successors, and all agents, employees, officers, directors, members,
26 managers, holding companies, insurers, and attorneys thereof.

27 G. **“Settlement Administrator”** means Atticus Administration, LLC.

28 H. **“PAGA Members”** means all current and former nonexempt

1 employees of Fresno Operations who worked at Westmont Of Fresno during the PAGA
2 Period.

3 4. The Court approves Atticus Administration, LLC to serve as the Settlement
4 administrator.

5 5. The Court approves the Common Fund established to fund the Settlement.

6 6. The Court approves the payment for Settlement Administration Costs incurred
7 by Atticus Administration, LLC in the amount of \$3,000.00 to be paid from the Common
8 Fund as provided in the Settlement Agreement.

9 7. The Court approves the payment of attorneys' fees to Plaintiff's Counsel in
10 the amount of \$18,375.00, and awards an additional \$3,726.96 for costs and expenses to be
11 paid from the Common Fund as provided in the Settlement Agreement.

12 8. Pursuant to PAGA, the Net Settlement Fund shall be distributed 75% to the
13 California Labor and Workforce Development Agency and the remaining 25% shall be
14 distributed to the PAGA Members in accordance with the terms of the Settlement.

15 9. The Court hereby directs Defendants to disseminate the Database Report to
16 the Settlement Administrator and fund the Settlement in accordance with the terms of, and
17 by the deadlines supplied in, the Settlement.

18 10. The Court hereby directs the Settlement Administrator to make all
19 disbursements in accordance with the terms of, and by the deadlines supplied in, the
20 Settlement Agreement.

21 11. As set forth in the Settlement Agreement, the Settlement Administrator will
22 prepare and mail settlement checks for each PAGA Member in the amount of his or her
23 Individual Settlement Award. The checks will indicate on their face that they are void if not
24 negotiated within one hundred and eighty (180) days of their issuance. In the event a
25 settlement check is returned to the Settlement Administrator with a forwarding address, the
26 settlement check will be forwarded to the forwarding address. In the event a settlement
27 check is returned to the Settlement Administrator without a forwarding address or is
28 otherwise undeliverable, the Settlement Administrator will use reasonable efforts to search

1 for a better address and re-mail the returned check, if possible. If the search does not provide
2 a better address, or the settlement check is ultimately returned without a forwarding address,
3 neither Defendants, nor Plaintiff's Counsel, nor the Settlement Administrator shall be
4 required to take further action to achieve delivery of the check to the PAGA Member. If,
5 within that 180-day period, the PAGA Member contacts the Settlement Administrator, or if
6 Plaintiff's Counsel does so on his or her behalf, the settlement check will be reissued and
7 mailed to the address the PAGA Member (or Plaintiff's Counsel) provides. Any such
8 reissued settlement checks will indicate on their face that they are void if not negotiated
9 within one hundred and eighty (180) days of their issuance.

10 12. Any monies not able to be delivered to a PAGA Member and any settlement
11 checks not cashed within one hundred and eighty (180) days of issuance will escheat to the
12 California State Controller, Unclaimed Property Division, in the name of the corresponding
13 PAGA Member(s).

14 13. Upon the filing of this Order Approving the PAGA Settlement and payment
15 by Defendants of all funds due under this Settlement, all PAGA Members, including
16 Plaintiff, will be deemed to have released the Released Parties from the Released Claims.

17 14. Neither this Order nor the Settlement shall constitute an admission by
18 Defendants of any liability or wrongdoing whatsoever, nor is this Order a finding of the
19 validity or invalidity of any claims in the action.

20 15. Each Party will bear its own attorneys' fees and costs, except as provided for
21 in the Settlement and this Order.

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1 16. The Settlement is hereby approved. Without affecting the finality of this
2 Order, the Court reserves exclusive and continuing jurisdiction over the action for purposes
3 of supervising the implementation, enforcement (CCP § 664.6), construction, administration
4 and effectuation of the Settlement. Final Distribution Hearing 8/6/24 8:30 AM Dept. 2

5 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

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7 Dated: 02/27/2024



8 Judge of the Superior Court of California
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