

John M. Scheppach (SBN 240633)
E-Mail: jmscheppach@sbpc.law
Thorey M. Bauer (SBN 234813)
E-Mail: tbauer@sbpc.law
SCHEPPACH BAUER PC
23181 Verdugo Drive, Suite 105-A
Laguna Hills, California 92653
Telephone: (949) 209-8880
Facsimile: (949) 358-7884

Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

Attorneys for Plaintiff
Quai'lyn Harris

Christopher C. Hoffman (SBN 176334)
E-Mail: choffman@fisherphillips.com
Phillip G. Simpler (SBN 292486)
E-Mail: psimpler@fisherphillips.com
Lauren Bushman (SBN 314865)
E-Mail: lbushman@fisherphillips.com

FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601

Attorneys for Defendant
Westmont Living, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

QUAILYN HARRIS, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

v.

WESTMONT LIVING, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: MSC21-01453
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Charles S. Treat, Dept. 12*

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION CLAIMS**

Complaint Filed: July 7, 2021
First Amended Complaint Filed: May 24, 2024
Trial Date: Not Set

1 This Joint Stipulation And Settlement Agreement Of Class Action And PAGA
2 Representative Action Claims is made by and between Plaintiff Quai'lyn Harris, on behalf of
3 herself and each of the other Class Members, on the one hand, and Defendant Westmont Living,
4 Inc., on the other hand, and is subject to the approval of the Contra Costa County Superior Court.

5 **1. DEFINED TERMS**

6 1.1 "Action" or "Class Action" means the civil action being resolved by this
7 settlement entitled *Quai'lyn Harris v. Westmont Living, Inc.*, Superior Court of Contra Costa
8 Case No. MSC21-01453.

9 1.2 "Agreement," "Settlement," "Settlement Agreement," or "Stipulation" means this
10 Joint Stipulation And Settlement Agreement Of Class Action And PAGA Representative Action
11 Claims.

12 1.3 "Class," "Class Members," and "Settlement Class" means all current and former
13 non-exempt employees of Defendant who worked at the Westmont of Brentwood facility as a
14 non-exempt employee at any time from January 10, 2017 to August 29, 2023.

15 1.4 "Class Counsel" means John M. Scheppach of Scheppach Bauer PC and Edwin
16 Aiwarzian of Lawyers for Justice, PC.

17 1.5 "Class Member Payment" means each Participating Class Member's payment
18 under this Settlement for being a Participating Class Member.

19 1.6 "Class Period" means the period from January 10, 2017 to August 29, 2023.

20 1.7 "Class Notice" means a notice entitled "Notice Of Class Action And PAGA
21 Representative Action Settlement" in the form substantially similar to that attached hereto as
22 **Exhibit A.**

23 1.8 "Class Representative" or "Plaintiff" means Plaintiff Quai'lyn Harris.

24 1.9 "Complaint" means the First Amended Class Action and Representative Action
25 Complaint filed in the Action on May 24, 2024. This is the operative pleading in the Action.
26 Plaintiff's PAGA notice to the LWDA is attached to, and is part of, the Complaint.

27 1.10 "Costs Award" means the amount of litigation expenses Class Counsel incurred
28 in prosecuting on behalf of the Class and PAGA Group and that are awarded by the Court.

1 1.11 “Court” means the Superior Court for the State of California, for the County of
2 Contra Costa, which is the court that the Parties will be submitting this Settlement to for purposes
3 of obtaining court approval.

4 1.12 “Covered Claims” and “Released Claims” means any and all claims asserted in
5 the Complaint or any other claims that could have been asserted in the Complaint based on the
6 facts alleged in the Complaint, which the Class and/or any Class Member has ever had, or
7 hereafter may claim to have, for the Class Period. This includes any and all claims during the
8 Class Period concerning violations or damages relating to meal periods, rest periods, pay stubs,
9 off the clock work, late payment of wages, waiting time penalties, unreimbursed business
10 expenses, recordkeeping, record production, claims for violation of the California Labor Code
11 (including Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197,
12 1198, 2802), claims for violation of all similar provisions or requirements of California law
13 (including the California Code Of Regulations, the California Industrial Welfare Commission
14 Wage Orders, the General Minimum Wage Order, and Business & Professions Code §§ 17200
15 et seq.), and claims for violations of all similar provisions or requirements of federal law
16 (including the Fair Labor Standards Act). As of the Final Approval Date, each Participating
17 Class Member shall be deemed to have fully, finally, and forever released, relinquished, and
18 discharged the Released Parties from all Released Claims.

19 1.13 “Database Report” and “Class List” means a confidential list of Class Members
20 that Defendant will diligently and in good faith compile from its records and provide to the
21 Settlement Administrator only. Class Counsel will not receive a copy of the confidential list.
22 The Database Report shall be in computer-readable format, and shall include each Class
23 Member’s full name; employee ID while employed with Defendant at the Westmont of
24 Brentwood facility; dates of employment during which he or she worked as a non-exempt
25 employee for Defendant at the Westmont of Brentwood facility; last known home address and
26 last known telephone number to the extent available in Defendant’s Human Resources employee
27 information database; and Social Security number to perform a skip trace in order to obtain the
28 best possible address for Class Members prior to mailing the Class Notice to Class Members.

1.14 “Defendant” means Westmont Living, Inc.

1.15 “Defendant’s Counsel” means Chris C. Hoffman, Phillip G. Simpler, and Lauren Bushman of Fisher & Phillips LLP.

1.16 “Effective Date” means the later of: (a) if any Class Member validly submits an Objection, the date on which the time for appeals from any order ruling on the objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a Class Member who validly submitted an Objection, from any orders ruling on any objection or granting Final Approval of the Settlement; or (c) in the event there are no objections submitted and/or all objections submitted have been withdrawn, then the date the Court signs an Order granting Final Approval of the Settlement.

1.17 “Fees and Costs Award” means the aggregate total of the Fees Award and the Costs Award to Class Counsel approved by the Court.

1.18 “Fees Award” means the attorneys’ fees amount approved by the Court to be paid to Class Counsel for the services they have rendered in prosecuting on behalf of the Class and PAGA Group, in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount.

1.19 “Final Approval,” “Final Approval Order,” and “Order Granting Final Approval” means the Court’s order granting final approval of the Settlement, in the form substantially similar to that attached hereto as Exhibit C.

1.20 The “Final Approval Date” means the date that the Court signs the Final Approval Order.

1.21 “Final Approval Hearing” or “Final Fairness Hearing” means the hearing at which the Court considers whether to issue an order granting final approval to the Settlement.

1.22 “Individual Settlement Payment” means the amount payable from the Settlement to Class Members under the terms of this Settlement. A Settlement Class Member who is both a Participating Class Member and a PAGA Group Member is entitled to receive both payment for being a Participating Class Member and a PAGA Penalty Payment. A Settlement Class Member who is only a Participating Class Member but not a PAGA Group Member is only

entitled to receive a payment for being a Participating Class Member.

1.23 “Net Settlement Fund” means the funds available to pay Class Member Payments. The Net Settlement Fund shall constitute the Total Settlement Amount minus the sum of the Court-approved (1) Fees and Costs Award, (2) the Service Award, (3) the Settlement Administration Costs, and (4) the PAGA Payment.

1.24 “Notice Packet” or “Notice” means a mailing from the Settlement Administrator which contains the Class Notice.

1.25 “Objection/Exclusion Deadline” and “Response Deadline” means the date sixty (60) calendar days after the Notice Packet is first mailed (judged by the postmark date) by the Settlement Administrator to the Class Member. The Response Deadline is the deadline by which Class Members may validly submit an Objection, Request for Exclusion, or a dispute concerning their weeks worked to the Settlement Administrator. In the event that a Notice Packet is re-mailed to a Class Member because the first one was undeliverable, the Class Member shall have an additional fifteen (15) calendar days beyond the Response Deadline to submit a valid Objection, Request for Exclusion, or dispute concerning their weeks worked.

1.26 “Objection” means a document sent by a Class Member to the Settlement Administrator which contains the Class Member’s name and the basis for their objection to the Settlement.

1.27 “PAGA Claims” and “Released PAGA Claims” means any civil penalties under the Private Attorneys General Act of 2004 arising from the Covered Claims during the PAGA Period. As of the Final Approval Date, each PAGA Group Member shall be deemed to have fully, finally, and forever released, relinquished, and discharged the Released Parties from all PAGA Claims.

1.28 “PAGA Group Members” and “PAGA Group” means all Class Members who worked as non-exempt employees of Defendant at the Westmont of Brentwood facility at any time from November 3, 2019 to August 29, 2023.

1.29 “PAGA Payment” means the portion of the Gross Settlement Fund totaling Twenty Thousand Dollars (\$20,000.00), which will be paid pursuant to PAGA. Twenty-five

1 percent (25%) of the PAGA Payment, or \$5,000, will be paid to the PAGA Group Members.

2 Seventy-five percent (75%) of the PAGA Payment, or \$15,000, will be paid to the LWDA.

3 1.30 “PAGA Penalty Payment” means each PAGA Group Member’s payment under
4 this Settlement for being a member of the PAGA Group.

5 1.31 “PAGA Period” means the period from November 3, 2019 to August 29, 2023.

6 1.32 “Participating Settlement Class Member” or “Participating Class Member”
7 means any Class Members who did not submit a timely and valid Request for Exclusion.

8 1.33 “Parties” means Defendant and the Class Representative.

9 1.34 “Preliminary Approval Order” and “Order Granting Preliminary Approval”
10 means an order issued by the Court preliminarily approving the terms of this Settlement, in the
11 form substantially similar to that attached hereto as **Exhibit B**.

12 1.35 “Preliminary Approval Date” means the date that the Court signs the Preliminary
13 Approval Order.

14 1.36 “Request for Exclusion” or “Exclusion Request” means a document sent by a
15 Class Member to the Settlement Administrator which contains the Class Member’s name,
16 address, the date, and their signature, and which indicates their desire to be excluded from the
17 Settlement.

18 1.37 “Released Parties” means Defendant, all of its affiliates, and each of Defendant’s
19 subsidiaries, owners (including Brentwood Assisted Living, LLC), shareholders, members,
20 agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers,
21 attorneys and any past, present or future officers, directors and employees), predecessors,
22 successors and assigns.

23 1.38 “Settlement Administrator” means ILYM Group, Inc.

24 1.39 “Settlement Administration Costs” means the costs of the Settlement
25 Administrator to administer this Settlement, currently estimated at \$12,450.

26 1.40 “Service Award” or “Enhancement” means the amount that the Court authorizes
27 to be paid to the Class Representative in the Action separate and apart from her Individual
28 Settlement Payment. The Service Award is not to exceed Ten Thousand Dollars (\$10,00.00).

1.41 “Total Settlement Amount,” “Gross Settlement Fund,” or “Common Fund” means the total amount that Defendant will be required by this Stipulation to pay to: Participating Class Members (which includes the employee payroll taxes withheld from the wage component of the Class Member Payments); the PAGA Group Members, the Class Representative; Class Counsel; the Settlement Administrator; and the LWDA. The Total Settlement Amount is Three Hundred Thousand Dollars (\$300,000.00). The Total Settlement Amount is non-reversionary, meaning that, if the Settlement is approved and becomes effective, no part of this amount shall be returned to Defendant. Defendant’s share of employer payroll taxes on such sums paid out as wages under this Settlement (e.g., FICA, FUTA, SUTA, SDI, ETT, etc.) shall not be paid out of and deducted from the Total Settlement Amount. Rather, Defendant shall pay the employer-side payroll taxes separately and in addition to the Total Settlement Amount. The Total Settlement Amount is subject to increase pursuant to section 8.2 of this Agreement.

1.42 “Westmont Of Brentwood facility” means the retirement community operated by Defendant with an address of 450 John Muir Parkway, Brentwood, CA 94513.

2. SETTLEMENT CHART AND PRELIMINARY REPRESENTATIONS

2.1 Settlement Chart. This chart is intended solely for the convenience of the Court:

<u>Common Fund Allocation</u>	
Gross Settlement Fund	\$300,000
Net Settlement Fund (Estimated)	\$127,550
Service Award To Class Representative (As Awarded By The Court)	\$10,000
Attorneys’ Fees And Costs (As Awarded By The Court)	\$105,000 (Attorneys’ Fees) \$25,000 (Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$12,450
PAGA Payment (As Awarded by the Court)	\$20,000 (75% To The LWDA, 25% To PAGA Group Members)

2.2 Certification. The Court has not yet certified the Class in a litigation context. As part of this Agreement and for purposes of settlement only, the Parties stipulate and agree that

1 the Court may certify the Class for the Class Period. Should, for whatever reason, the Settlement
2 not become final, the fact that the Parties stipulate and agree to class certification as part of the
3 Settlement will have no bearing on, and will not be admissible in connection with, the issue of
4 whether a class should be certified in a non-settlement context in this Action, and will have no
5 bearing on, and will not be admissible in connection with, the issue of whether a class should be
6 certified in any other lawsuit. If the Court should for any reason fail to approve the Settlement,
7 this Agreement shall be considered null and void, and Defendant shall have the right to challenge
8 any further certification efforts, including by proceeding with its currently-pending appeal,
9 seeking to compel individual arbitration of Plaintiff's claims and seeking to strike the class action
10 allegations. The Parties agree that, by entering into this Agreement, Defendant has not waived
11 the right to pursue Defendant's appeal of the order denying Defendant's motion to compel
12 individual arbitration of Plaintiff's claims and seeking to strike the class allegations, or otherwise
13 waived its right to seek to compel arbitration of Plaintiff's or any other Class Members' claims.
14 Likewise, Plaintiff is not waiving any defense to any purported arbitration agreement by entering
15 into this Agreement.

16 2.3 Investigation. The Parties have conducted significant investigation of the facts
17 and law. Such discovery and investigation included the review of documents and data necessary
18 to calculate potential damages and penalties. Counsel for the Parties investigated the law as
19 applied to the facts discovered regarding the alleged claims of the Class Members and potential
20 defenses thereto, and the damages claimed by the Class Members.

21 2.4 Defendant's Reasons for Settlement. Defendant concluded that any further
22 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
23 of time, energy and resources of Defendant have been and, unless this Settlement is made, will
24 continue to be devoted to the defense of the claims asserted by the Class Representative.
25 Defendant has also taken into account the risks of further litigation in reaching its decision to
26 enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the
27 terms set forth in this Agreement to put to rest the claims as set forth in the Complaint.

28 2.5 Defendant's Denials of Wrongdoing. Defendant has denied and continues to deny

1 each of the claims and contentions alleged by Class Members in the Action. Defendant has
2 repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied and
3 continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct
4 alleged in the Action. Defendant also has denied and continues to deny, inter alia, the allegations
5 that the Class Members have suffered damage; that Defendant violated any laws; that Defendant
6 engaged in any wrongful conduct as alleged in the Action; or that Class Members were harmed
7 by the conduct alleged in the Action. Neither this Agreement, nor any document referred to or
8 contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as,
9 or may be used as an admission, concession or indication by or against Defendant of any fault,
10 wrongdoing or liability whatsoever.

11 2.6 Class Representative's Claims. The Class Representative has claimed and
12 continues to claim that the Complaint has merit and gives rise to liability on the part of Defendant.
13 This Agreement is a compromise of disputed claims, and the Class Representative's willingness
14 to enter into this Agreement takes into account Defendant's defenses to liability and to class
15 certification. Nothing contained in this Agreement and no documents referred to herein and no
16 action taken to carry out this Agreement may be construed or used as an admission by or against
17 the Class Representative or Class Counsel as to the merits or lack thereof of the claims asserted.

18 2.7 It is the desire of the Parties to fully, finally and forever settle, compromise and
19 discharge the Released Parties from the Released Claims and the Released PAGA Claims, and
20 this Settlement Agreement is intended to constitute a full and complete settlement and release of
21 all the Released Parties from all of the claims asserted in the Complaint.

22 **3. CLASS AND PAGA SETTLEMENT AGREEMENT**

23 3.1 Settlement Components. The Settlement shall have six components: (1) the
24 Individual Settlement Payments; (2) the Class Representative's Service Award; (3) Class
25 Counsel's Fees and Costs Award; (4) the Settlement Administration Costs; (5) the portion of the
26 PAGA Payment going to the LWDA; and (6) Defendant's payroll taxes. The first five of these
27 components are included in the Total Settlement Amount. Defendant's payroll taxes shall be
28 contributed separately by Defendant in addition to the Total Settlement Amount.

1 3.2 Creation of the Common Fund. Within the time required by this Settlement
2 Agreement, Defendant (through Westmont of Brentwood owner Brentwood Assisted Living,
3 LLC) shall deliver the First Installment and Second Installment (defined below) and the
4 associated employer share of payroll taxes to the Settlement Administrator to create and fund the
5 Common Fund. All payments that Defendant is required to make pursuant to the Settlement
6 Agreement shall be made from the Common Fund by the Settlement Administrator. Defendant
7 will retain exclusive authority over, and responsibility for, those funds until it is required to
8 deliver them to the Settlement Administrator in accordance with this Settlement.

9 3.3 Calculation of Individual Settlement Payments. The Settlement Administrator
10 shall have the authority and obligation to calculate the amounts of the Individual Settlement
11 Payments in accordance with the methodology set forth in this Settlement and any orders of the
12 Court. The Parties agree that the formula for the Individual Settlement Payments to Class
13 Members as provided herein is reasonable and that the payments provided herein are designed to
14 provide a fair settlement to such persons for the claims being released.

15 3.3.1 This is not a claims-made Settlement. The Parties agree that Class Members will
16 not have to submit a claim form in order to participate in the Settlement. Each Participating Class
17 Member will be mailed a check representing their Class Member Payment. Class Member
18 Payments will be paid from the Net Settlement Fund. Any PAGA Group Member who worked
19 during the PAGA Period will also be mailed a check representing their PAGA Penalty Payment.

20 3.3.2 Class Member Payment Calculations: Class Member Payments will be paid from
21 the Net Settlement Fund to Participating Class Members pro rata based on the number of
22 workweeks credited to a Participating Class Member in relation to the total number of workweeks
23 credited to all Participating Class Members during the Class Period. Relying on the Database
24 Report, the Settlement Administrator will calculate the number of workweeks (also referred to
25 as “weeks worked”) that will be credited to each Participating Class Member during the Class
26 Period. For purposes of calculating Class Member Payments, each Participating Class Member
27 will be credited with the total number of workweeks worked by that individual for Defendant as
28 a non-exempt employee at the Westmont of Brentwood facility during the Class Period. In

calculating each Participating Class Member's weeks worked during the Class Period, only workweeks in which the Class Member worked at least one day during that workweek will be counted. Workweeks in which no work was performed by the Class Member, such as a leave of absence or vacation, will not be counted. Each Participating Class Member shall be entitled to receive a pro-rata portion of the Net Settlement Fund based upon their respective number of weeks worked credited to them during the Class Period. For example, if Participating Class Member A is credited with 100 workweeks, and all Participating Class Members are credited with a combined total of 100,000 workweeks, then Participating Class Member A's Class Member Payment would be calculated as follows:

i. $100 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total weeks worked for all Participating Class Members} = .001 \text{ (or .1\%)}$.

ii. Participating Class Member A is entitled to a gross Class Member Payment that is .1% of the Net Settlement Fund, or $(0.001 \times \$127,550) = \127.55 [gross amount]. This gross amount is subject to deduction for employee taxes on the portion of the Class Member Payment paid out as wages.

3.3.3 PAGA Penalty Calculations: After deducting the portion of the PAGA Payment paid to the LWDA, the remainder of the PAGA Payment (\$5,000) will be distributed to the PAGA Group Members. Each PAGA Group Member's PAGA Penalty Payment shall be calculated by dividing the weeks worked credited to the PAGA Group Member during the PAGA Period by the total number of weeks worked credited to the entire PAGA Group during the PAGA Period. Relying on the Database Report, the Settlement Administrator will calculate the number of weeks worked to be credited to each PAGA Group Member during the PAGA Period. For purposes of calculating PAGA Penalty Payments, each PAGA Group Member will be credited with the total number of workweeks worked by that individual for Defendant as a non-exempt employee at the Westmont of Brentwood facility during the PAGA Period. In calculating each PAGA Group Member's weeks worked during the PAGA Period, only workweeks in which the Class Member worked at least one day during that workweek will be counted. Workweeks in which no work was performed by the Class Member, such as a leave of absence or vacation, will

not be counted. Each PAGA Group Member shall be entitled to receive a pro-rata portion of \$5,000 based upon their respective number of weeks worked in the PAGA Period.

3.3.4 Class Members will be entitled to dispute the number of their credited weeks worked as reported on their Class Notice. The procedure for submitting disputes is explained in Paragraph 6.1.6 of this Agreement.

3.3.5 The checks for all Individual Settlement Payments will indicate on their face that they are void if not negotiated within one hundred and eighty (180) days of their issuance. Failure to cash an Individual Settlement Payment check within one hundred eighty (180) calendar days will result in the uncashed Individual Settlement Payment escheating to the State of California, Unclaimed Property Division, and the corresponding Participating Settlement Class Member and/or PAGA Group Member shall remain bound by the Settlement, the Released Claims, the Released PAGA Claims, and the Order Granting Final Approval.

3.3.7 The Parties recognize that the Individual Settlement Payments reflect in part a settlement of a dispute over claimed wages, interest, and penalties. The PAGA Penalty Payments shall be considered 100% penalties and interest. The Class Member Payments shall be allocated as follows: twenty-five percent (25%) of each Class Member Payment shall be considered wages (“Wage Component”) and seventy-five percent (75%) shall be considered penalties and interest (the “Non-Wage Component”). The Wage Component shall be reported on a W-2 Form and will be provided to each Participating Settlement Class Member. From each Participating Class Member’s Wage Component, the employee’s portion of employment taxes shall be made, including payroll deductions for state and federal withholding taxes, and any other applicable payroll deductions, owed by the Participating Settlement Class Member as a result of the payment. No withholdings shall be made on the Non-Wage Component of the Class Member Payments, or on the PAGA Penalty Payments. The Non-Wage Component and PAGA Penalty Payments shall be reported on a 1099 Form.

3.4 Class Representative’s Service Award. Subject to Court approval, to compensate Plaintiff for her service and risk in connection with the being the Class Representative, and for her general release of claims, the Parties agree to a payment from the Total Settlement Amount

1 to the Class Representative for the Class Representative's Service Award in an amount not to
2 exceed Ten Thousand Dollars (\$10,00.00). The Parties agree that a decision by the Court to
3 award the Class Representative a Service Award less than Ten Thousand Dollars (\$10,00.00)
4 shall not be a basis for the Class Representative or Class Counsel to void this Stipulation.
5 Defendant agrees not to oppose the Class Representative's Service Award request if consistent
6 with this Agreement. The Settlement Administrator shall issue the Class Representative a Form
7 1099 for her Court-approved Service Award. The Class Representative shall be solely and
8 legally responsible to pay her applicable taxes on this payment and shall hold harmless Defendant
9 from any claim or liability for taxes, penalties, or interest owed by the Class Representative as a
10 result of this payment. The Service Award shall be in addition to the Class Representative's
11 Individual Settlement Payment. If the Court approves a Service Award to the Class
12 Representative that is less than the amount sought, the remainder will be retained in the Net
13 Settlement Fund for distribution to Participating Class Members.

14 3.4.1 The Class Representative's Service Award is for the Class Representative's
15 services and assistance to the Class and additionally, in recognition for her willingness to provide
16 a full general release individually of any and all claims against Defendant, as set forth below.

17 3.4.2 General Release by Class Representative Only. In addition to the releases made
18 by the Participating Settlement Class Members set forth in 4.1 below and in consideration for the
19 Service Award, the Class Representative, as of the Final Approval Date, in her individual
20 capacity for herself, her heirs, executors, administrators, successors and assigns and with respect
21 to her individual claims only, will be deemed to have released the Released Parties from all
22 claims, demands, rights, liabilities and causes of action of every nature and description
23 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
24 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating
25 to, or in connection with her employment by and termination from Released Parties and any act
26 or omission by or on the part of any of the Released Parties committed or omitted prior to the
27 Final Approval Date (the "General Release"). This total release includes, but is not limited to,
28 all claims arising directly or indirectly from Class Representative's employment with Released

1 Parties and the termination of that employment; claims or demands related to wages, bonuses,
2 vacation pay, benefits and expense reimbursements pursuant to any federal, state or local law or
3 cause of action, including, but not limited to, breach of contract, breach of the implied covenant
4 of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of
5 public policy, defamation and impairment of economic opportunity; violation of the California
6 Fair Employment and Housing Act, the California Labor Code, the California Constitution; and
7 any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964,
8 the Americans With Disabilities Act of 1990 and any private attorney general action under the
9 California Business & Professions Code §17200.

10 3.4.3 The General Release includes any unknown claims that the Class Representative
11 does not know or suspect to exist in her favor at the time of the General Release, which, if known
12 by her, might have affected her settlement with, and release of, the Released Parties or might
13 have affected her decision not to object to this Settlement or the General Release. With respect
14 to the General Release, the Class Representative stipulates and agrees that, upon the Final
15 Approval Date, she shall be deemed to have, and by operation of the Court's Final Approval
16 Order, shall have expressly waived and relinquished, to the fullest extent permitted by law, the
17 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
18 provision under federal or state law, which provides:

19 **"A general release does not extend to claims that the creditor or releasing party does**
20 **not know or suspect to exist in his or her favor at the time of executing the release and that,**
21 **if known by him or her, would have materially affected his or her settlement with the debtor**
22 **or released party."**

23 3.4.4 The Class Representative may hereafter discover facts in addition to or different
24 from those she now knows or believes to be true with respect to the subject matter of the General
25 Release, but upon the Final Approval Date, shall be deemed to have, and by operation of the
26 Court's Final Approval Order, shall have, fully, finally, and forever settled and released any and
27 all of the claims released pursuant to the General Release whether known or unknown, suspected
28 or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon

1 any theory of law or equity, including, but not limited to, conduct that is negligent, intentional,
2 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent
3 discovery or existence of such different or additional facts.

4 3.4.5 Notwithstanding the above, the scope of the General Release provided to the
5 Released Parties by the Class Representative does not include any claims for state disability
6 benefits, workers compensation benefits, or unemployment benefits, or any claims that cannot
7 be released as a matter of law.

8 3.5 Class Counsel's Fees and Costs Award. Defendant agrees not to oppose or
9 impede any application or request by Class Counsel for attorneys' fees not to exceed thirty-five
10 percent (35%) of the Total Settlement Amount (i.e., \$105,000.00) and litigation costs not to
11 exceed \$25,000. If the Total Settlement Amount is increased pursuant to Paragraph 8.2 of this
12 Agreement, Class Counsel will request an award of attorneys' fees of thirty-five percent (35%)
13 of the Total Settlement Amount as so increased. The Parties agree that a decision by the Court
14 to award Class Counsel an amount less than thirty-five percent (35%) of the Total Settlement
15 Amount in attorneys' fees shall not be a basis for the Class Representative or Class Counsel to
16 void this Agreement. Class Counsel shall be solely and legally responsible to pay their applicable
17 taxes on the payment made pursuant to this Paragraph. Class Counsel further agree that Class
18 Counsel shall be solely responsible for any allocation of the Fees and Costs Award as between
19 or among attorneys who have claims for such fees. Forms 1099 shall be provided to Class
20 Counsel for the payments made pursuant to this Paragraph. If the amount awarded to Class
21 Counsel for attorneys' fees or litigation costs is less than the amount sought, the remainder will
22 be retained in the Net Settlement Fund for distribution to Participating Class Members. The
23 Parties agree that fees related to Class Counsel's work in, and costs incurred by Class Counsel
24 in, the Riverside Case (defined in Paragraph 28.1) are properly includable as part of Class
25 Counsel's requested fees and reimbursable costs in the Action, and the Court may include such
26 fees and costs in the Fees and Costs Award.

27 3.6 Settlement Administration Costs. The Settlement Administrator shall be paid for
28 the costs of administration of the settlement from the Gross Settlement Fund. The Settlement

1 Administration Costs are currently estimated to be \$12,450. The Settlement Administration
2 Costs include all tasks required of the Settlement Administrator by this Agreement including
3 performing a skip trace as well as basic searches on the National Change of Address Database in
4 order to obtain the best possible address for Class Members prior to mailing the Class Notice to
5 Class Members, the issuance of the Notice Packet, the required tax reporting on the settlement
6 amounts, the issuance of checks, including the issuing of W-2 and 1099 forms (if any), the
7 handling of Class Member questions and disputes, as well as calculation of employee
8 withholding taxes and the employer payroll taxes for Defendant to be remitted to the tax
9 authorities. At least twenty (20) calendar days prior to the Final Approval Hearing, the
10 Settlement Administrator shall provide counsel for the Parties with a declaration detailing the
11 due diligence the Settlement Administrator has undertaken with regard to the mailing of the
12 Notice Packet, including any attempts to re-mail any returned Notice Packets, the final costs of
13 administration, and reporting on the number of objections and exclusions submitted by Class
14 Members, as well as any disputes (and explain the status of the disputes).

15 3.7 Payment to the Labor and Workforce Development Agency. Subject to Court
16 approval, Twenty Thousand Dollars (\$20,000.00) of the Total Settlement Amount, called the
17 PAGA Payment, will be allocated to the PAGA Claims. With respect to the PAGA Payment,
18 75% (or Fifteen Thousand Dollars (\$15,000.00)) will be paid directly to the LWDA, and the
19 remaining 25% (Five Thousand Dollars (\$5,000.00)) will be distributed to PAGA Group
20 Members. If it should later be determined by the Court that an additional amount is needed to
21 effectuate a full and complete release of the PAGA Claims, that additional amount shall be
22 deducted from the Total Settlement Amount.

23 3.8 Tax Liability. Defendant makes no representations as to the tax treatment or legal
24 effect of the payments called for hereunder, and the Class Representative is not relying on any
25 statement or representation by Defendant in this regard. Class Members will be solely
26 responsible for the payment of any taxes on the payments described herein.

27 3.9 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

1 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
2 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
3 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
4 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
5 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
6 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
7 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
8 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
9 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL
10 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
11 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
12 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
13 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
14 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
15 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
16 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
17 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
18 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
19 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
20 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
21 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
22 AGREEMENT.

23 **4. RELEASE BY THE CLASS MEMBERS AND PAGA GROUP MEMBERS**

24 4.1 Release as to All Participating Class Members. By operation of the Final
25 Approval Order, all Participating Class Members, including the Class Representative, release the
26 Released Parties from the Released Claims.

27 4.2 Release as to All PAGA Group Members. By operation of the Final Approval
28 Order, all PAGA Group Members, including the Class Representative, release the Released

Parties from the PAGA Claims.

4.3 Releases Ineffective If No Final Approval Or Funding. In the event that (i) the Court never enters a Final Approval Order, or (ii) Defendant fails to fund the Common Fund, then the releases set forth in this Agreement and/or any Final Approval Order shall have no effect and the Final Approval Order shall have no preclusive effect on the Released Claims or PAGA Claims.

5. PRELIMINARY APPROVAL

5.1 As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary court approval of the Settlement, notifying Class Members, obtaining final court approval of the Settlement, and processing the Individual Settlement Payments:

5.1.1 Preliminary Approval Motion. Class Counsel shall seek preliminary approval of the Settlement in Court and request the entry of the Preliminary Approval Order. In connection with seeking preliminary approval, Class Counsel will submit this Agreement and the proposed Notice Packet to the Court.

5.1.3 Statement of Non-Opposition: The Defendant may file a statement of non-opposition to the motion for preliminary approval.

6. NOTICE PROCESS

6.1 Notice Process. Notice of the Settlement shall be provided to Class Members in conformity with this Settlement and the Preliminary Approval Order.

6.1.1 The Defendant shall provide the Settlement Administrator with the Database Report within fifteen (15) calendar days after the date the Preliminary Approval Order is filed. When transmitting the Database Report to the Settlement Administrator, Defendant's Counsel will confidentially transmit a version of the Database Report to Class Counsel (John M. Scheppach) which shows only the Employee ID numbers, dates of employment, and calculated workweeks.

6.1.2 Within seven (7) calendar days of receiving the Database Report, the Settlement Administrator shall mail a copy of the Notice Packet to each Class Member via First Class regular U.S. mail.

1 6.1.3 Prior to mailing, the Settlement Administrator shall check all addresses on the
2 Database Report against the National Change of Address (NCOA) database. Additionally, the
3 Settlement Administrator shall undertake reasonable address verification using Accurint, or a
4 substantially similar skip tracing to ascertain the accuracy of the last known addresses and to
5 obtain the best possible address for the Class Members before mailing the notices. To the extent
6 these processes yield an updated or better address, that updated address shall replace the last
7 known address and be treated as the new last known address for purposes of this Settlement
8 Agreement.

9 6.1.4 Procedure for Undeliverable Notices. Any Notices returned to the Settlement
10 Administrator as non-delivered shall be promptly re-sent to the forwarding address affixed
11 thereto. If no forwarding address is provided, then the Settlement Administrator shall promptly
12 attempt to determine a correct address using a single skip-trace, computer or other search using
13 the name, address and/or Social Security number of the individual involved and shall then
14 perform a single re-mailing. In the event the procedures in this Paragraph are followed and the
15 intended recipient of a Notice still does not receive the Notice, the intended recipient shall be a
16 Participating Settlement Class Member and will be bound by all terms of the Settlement and the
17 Final Approval Order. If any Notice is returned from any mailing and is re-mailed, the Settlement
18 Administrator will note for its own records and notify the Parties' counsel of the date of such re-
19 mailings as part of a weekly status report provided to the Parties.

20 6.1.5 Procedure For Requesting Exclusion. The Class Notice shall provide that Class
21 Members who wish to exclude themselves from the Settlement Class must submit a Request for
22 Exclusion postmarked by the Objection/Exclusion Deadline. The Objection/Exclusion Deadline
23 is sixty (60) calendar days following the initial mailing of the Class Notice to the Class Member.
24 Any Class Member (other than the Class Representative) who wishes to be excluded (i.e., to opt
25 out) from the Settlement must submit a valid Exclusion Request to the Settlement Administrator
26 on or before the Objection/Exclusion Deadline. To be valid, the Exclusion Request must: (a)
27 reference the name and address of the person requesting exclusion; (b) be dated and signed by
28 the person requesting exclusion; (c) be postmarked no later than the Objection/Exclusion

1 Deadline; and (d) clearly state that the Class Member does not wish to be included in the
2 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means
3 used to determine whether an Exclusion Request has been timely submitted. Any Class Member
4 who mails a valid and timely Exclusion Request will, upon receipt thereof by the Settlement
5 Administrator, no longer be a Participating Class Member, he/she will receive no Class Member
6 Payment, and none of his or her individual claims, causes of action or rights will be released by
7 virtue of this Settlement Agreement. However, if a Class Member who mails a valid and timely
8 Exclusion Request is also a PAGA Group Member, the Class Member will still receive his or her
9 PAGA Penalty Payment and still fully release the PAGA Claims by operation of the Court's
10 Order Granting Final Approval. Failure to timely submit a completed Exclusion Request will
11 result in a Class Member being conclusively deemed a Participating Class Member fully bound
12 by the terms of the Settlement. If a Class Member submits a timely dispute concerning his or her
13 weeks worked as reflected on his or her Class Notice and submits a timely Exclusion Request,
14 the Exclusion Request will be invalid (unless postmarked later than the date the Class Member
15 submits his or her dispute) and such Class Member will be considered a Participating Class
16 Member. At no time shall any of the Parties or their counsel seek to solicit or otherwise
17 encourage Class Members to submit requests for exclusion from the Settlement Class. No later
18 than fourteen (14) calendar days before the Final Approval Hearing, the Settlement Administrator
19 shall provide counsel for the Parties with a complete list of all Class Members who have timely
20 requested exclusion from the Settlement.

21 6.1.6 Procedure For Submitting A Dispute Regarding Workweeks. Class Members will
22 be entitled to dispute the number of their credited workweeks as reported on their Class Notice.
23 To submit a valid dispute, the dispute must be in writing, contain the Class Member's name, their
24 dates of employment with Defendant, the reason they believe the number of workweeks listed
25 on the Class Notice is inaccurate, be signed by the Class Member, and be mailed to the Settlement
26 Administrator so that it is postmarked no later than Objection/Exclusion Deadline. Class
27 Members may submit documentation to the Settlement Administrator to support their dispute
28 (such as offer letters, payroll or time keeping records, paycheck stubs) prior to the

1 Objection/Exclusion Deadline. Only Participating Class Members and PAGA Group Members
2 can dispute their weeks worked. Absent information rebutting Defendant's records, Defendant's
3 records will be presumed determinative.

4 6.1.7 Class Members will have no more than sixty (60) days after the date when the
5 Notice Packet was originally mailed by the Settlement Administrator to mail to the Settlement
6 Administrator a dispute concerning their weeks worked during the Class Period, with any
7 supporting evidence the Class Member may have. The date of the postmark on the return mailing
8 envelope shall be the exclusive means used to determine whether a dispute has been timely
9 submitted to the Settlement Administrator.

10 6.1.8 Within seven (7) calendar days of receiving a dispute concerning a Class
11 Member's weeks worked, the Settlement Administrator shall review all information and
12 documents (if any) received from the Class Member in support of the Class Member's dispute,
13 and within seven (7) calendar days of receiving that information the Settlement Administrator
14 shall inform Class Counsel and Defendant's Counsel of its decision as to whether it accepts or
15 rejects the dispute. Class Counsel and Defendant's Counsel stipulate to timely and effectively
16 cooperate to resolve any disagreements regarding disputed workweeks or the Settlement
17 Administrator's inquiries. In the event Class Counsel and Defendant's Counsel are not able to
18 reach agreement regarding a dispute, either party may request that the Court make a final
19 decision.

20 6.1.9 Within seven (7) calendar days of the Settlement Administrator's decision, the
21 Settlement Administrator will provide a written explanation entitled "Notice Regarding Disputed
22 Weeks Worked" to the Class Member who disputed his or her workweeks. The Notice Regarding
23 Disputed Weeks Worked will inform the Class Member of any change to his or her credited
24 weeks worked. The Class Member shall have seven (7) calendar days after the date the Notice
25 Regarding Disputed Weeks Worked is postmarked to complete and mail an Exclusion Request
26 to the Settlement Administrator (pursuant to the opt-out steps set forth above). If, within that
27 seven (7) day time period, the Class Member does not mail a valid Exclusion Request to the
28 Settlement Administrator, the Class Member shall be deemed a Participating Class Member and

1 will be paid in accordance with the Class Member's weeks worked as noted on the Notice
2 Regarding Disputed Weeks Worked.

3 6.1.10 Upon resolution by Defendant's Counsel and Class Counsel of all disputes
4 regarding weeks worked, the Settlement Administrator will prepare an updated Class List. Any
5 changes to a Class Member's workweeks will be reflected in the total workweeks for the entire
6 Class on the updated Class List. For example, if Class Member A successfully disputes his
7 credited weeks worked and his weeks worked are consequently increased by two weeks, the total
8 workweeks credited to the entire Class will also be increased by two weeks for purposes of
9 calculating Individual Settlement Payments.

10 6.1.11 Procedure for Objecting. The Class Notice shall provide that Class Members
11 who wish to object to the settlement must mail a written objection ("Objection") to the Settlement
12 Administrator no later than the Objection/Exclusion Deadline Date. Unless otherwise allowed
13 in the Court's discretion, only Participating Class Members may submit objections and have the
14 objections heard. The postmark date of the mailing shall be deemed the exclusive means for
15 determining that an Objection is timely. The Objection must state the Class Member's name and
16 basis for their objection. Class Members who fail to make objections in the manner specified
17 above shall be deemed to have waived any objections and shall be foreclosed from making any
18 objection (whether by appeal or otherwise) to the Settlement Agreement and/or from appealing
19 any order by the Court approving the Settlement, except as may be allowed in the discretion of
20 the Court. No later than fourteen (14) calendar days before the Final Approval Hearing, the
21 Settlement Administrator shall provide counsel for the Parties with complete copies of all
22 objections received, including the postmark dates for each objection. Class Members who submit
23 a timely Objection will have a right to appear at the Final Approval Hearing in order to have their
24 objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit
25 or otherwise encourage Class Members to submit written objections to the Settlement or to appeal
26 from any order of the Court approving the Settlement. Class Counsel shall not represent any
27 Class Member with respect to any such objections.

28 6.1.12 The deadline for Class Members who receive a re-mailed Notice to object to the

1 Class Action Settlement, request exclusion from the Settlement Class, or dispute their weeks
2 worked, is fifteen (15) calendar days beyond the Response Deadline. When re-mailing any
3 Notice, the Settlement Administrator should include a brief letter stating that the recipient of the
4 Notice has until fifteen (15) calendar days beyond the Response Deadline to object, submit a
5 Request for Exclusion, or submit a dispute regarding their weeks worked.

6 **7. SETTLEMENT ADMINISTRATION**

7 7.1 The Parties agree to cooperate in the settlement administration process and to
8 make all reasonable efforts to control and minimize the costs and expenses incurred in
9 administration of the Settlement.

10 7.2 The Settlement Administrator shall be responsible for: printing and mailing the
11 Notice Packets to the Class Members as directed by the Court; receiving and reporting the
12 Requests for Exclusion submitted by Class Members; issuing and mailing Individual Settlement
13 Payments; remitting all amounts due to the appropriate federal, state, and local tax authorities,
14 and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
15 perform. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel
16 timely apprised of the performance of all Settlement Administrator responsibilities. The
17 Settlement Administrator shall provide the Parties' Counsel with a weekly report showing: (1)
18 the number of Notice Packets mailed to Class Members; (2) the number of Notice Packets
19 returned as undeliverable; (3) the number of re-mailed Notice Packets; (4) the number of Class
20 Members who have submitted Requests for Exclusion; (5) the number of Class Members who
21 have submitted Objections; and (6) the number of Class Members who have disputed the number
22 of the weeks worked being credited to that Class Member. Additionally, the Settlement
23 Administrator shall provide to the Parties' Counsel any updated reports regarding the
24 administration of the Settlement as needed or requested.

25 7.3 The Settlement Administrator, on Defendant's and Class Counsel's collective
26 behalf, shall have the authority and obligation to calculate the amounts of the Individual
27 Settlement Payments, and make payments, credits and disbursements, including payments and
28 credits in the manner set forth herein, to Class Members calculated in accordance with the

1 methodology set out in this Agreement and orders of the Court.

2 7.4 No person shall have any claim against Defendant, Defendant's Counsel, the
3 Class Representative, the Class, Class Counsel, or the Settlement Administrator based on any
4 errors or omissions in the distributions and payments that are required to be made in accordance
5 with the terms of this Agreement.

6 7.5 Any tax return filing required by this Agreement shall be made by the Settlement
7 Administrator. Any expenses incurred in connection with such filing shall be a cost of
8 administration of the Settlement.

9 **8. PROCEDURE FOR FUNDING OF SETTLEMENT**

10 8.1 Defendant (through Westmont of Brentwood owner Brentwood Assisted Living,
11 LLC) shall fund the Settlement via two equal installments equaling the Total Settlement Amount
12 plus the amount of the employer's payroll taxes on the sums paid out as wages under this
13 Settlement. The first installment will be due within thirty (30) calendar days of the Final Approval
14 Date ("First Installment"). The second installment will be due twelve (12) months after the Final
15 Approval Date ("Second Installment"). For purposes of this Agreement, twelve (12) months
16 means 365 calendar days.

17 8.2 The Total Settlement Amount was calculated with, and is premised on, the
18 understanding that there are approximately 392 Class Members who worked approximately
19 21,343 workweeks ("Workweek Estimate") from July 10, 2017 to August 29, 2023 ("Estimate
20 Period"). If the final accounting of the number of workweeks during the Estimate Period is more
21 than 10% higher than the Workweek Estimate, Defendant will increase the Total Settlement
22 Amount by a proportional amount or, if the Defendant chooses, the Class Period shall be deemed
23 to end on the date that the total number of workweeks in the Estimate Period exceeds the
24 Workweek Estimate by 10%. For example, if the total number of workweeks in the Estimate
25 Period is 11% more than 21,343, then Defendant agrees to increase the Total Settlement Amount
26 by 1% (\$3,000) unless Defendant exercises the right to end the Class Period on the date that the
27 workweeks in the Estimate Period totaled 10% more than 21,343 (i.e. 23,477). When
28 transmitting the Database Report to the Settlement Administrator, Defendant's Counsel will

1 confidentially transmit a version of the Database Report to Class Counsel which shows only the
2 Employee ID numbers, dates of employment, and calculated workweeks during the Estimate
3 Period.

4 8.3 Within thirty (30) calendar days of the Final Approval Date, Defendant shall
5 provide the Settlement Administrator with the First Installment plus an additional payment for
6 the employer's payroll taxes, as calculated by the Settlement Administrator, that are associated
7 with the First Installment. On or before the deadline to pay the Second Installment, Defendant
8 shall provide the Settlement Administrator with the Second Installment plus an additional
9 payment for the employer's payroll taxes, as calculated by the Settlement Administrator, that are
10 associated with the Second Installment.

11 **9. PROCEDURE FOR DISTRIBUTION OF THE COMMON FUND**

12 9.1 Within fifteen (15) calendar days after the First Installment funding, the
13 Settlement Administrator shall cause to be paid: 50% of the Individual Settlement Payments,
14 50% of the Service Award; 50% of the Settlement Administration Costs; 50% of the portion of
15 the PAGA Payment to be paid to the LWDA; 50% of the Fees Award; and 50% of the Costs
16 Award. Within fifteen (15) calendar days after the Second Installment funding, the Settlement
17 Administrator shall cause to be paid: 50% of the Individual Settlement Payments; 50% of the
18 Service Award; 50% of the Settlement Administration Costs; 50% of the portion of the PAGA
19 Payment to be paid to the LWDA; 50% of the Fees Award; and 50% of the Costs Award.

20 9.2 To ensure that they receive their Individual Settlement Payment checks for each
21 distribution, the Class Notice will inform Participating Class Members and PAGA Group
22 Members that they must notify the Settlement Administrator if they change their mailing address
23 between installment payments.

24 9.3 The checks for all Individual Settlement Payments will indicate on their face that
25 they are void if not negotiated within one hundred and eighty (180) days of their issuance. In the
26 event a check is returned to the Settlement Administrator with a forwarding address, the check
27 will be forwarded to the forwarding address. In the event a check is returned to the Settlement
28 Administrator without a forwarding address or is otherwise undeliverable, the Settlement

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

10 9.4 Any monies not able to be delivered to a Class Member after one address follow-
11 up on returned mail and any uncashed Individual Settlement Payments remaining after the check-
12 cashing period expires will escheat to the State of California, Unclaimed Property Division, in
13 the name of the corresponding Class Member. The Parties are permitted to allow the late
14 negotiation of uncashed Individual Settlement Payment checks, subject to approval by the Court
15 in case of any disagreement between the Parties.

16 9.5 Should any question arise regarding the determination of eligibility for, or the
17 amounts of, any Individual Settlement Payments under the terms of this Agreement, Class
18 Counsel and Defendant's Counsel shall meet and confer in an attempt to reach agreement.
19 Absent evidence rebutting Defendant's records, Defendant's records will be presumed
20 determinative. However, if there are no corresponding records, or the Class Member produces
21 evidence contrary to Defendant's records, the Settlement Administrator will evaluate the
22 evidence and will make the final decision as to the eligibility for, or the amounts of, any
23 Individual Settlement Payments under the terms of this Agreement.

24 9.6 Certification by Settlement Administrator. Upon completion of administration of
25 the distributions, the Settlement Administrator shall provide written certification of such
26 completion to counsel for all Parties.

27 **10. FINAL SETTLEMENT APPROVAL HEARING**

28 10.1 After expiration of the Objection/Exclusion Deadline Date, with the Court's

1 permission, a Final Approval Hearing shall be conducted to determine final approval of the
2 Settlement along with the amount properly payable for (i) attorneys' fees and costs, (ii) the Class
3 Representative's Service Award, (iii) the PAGA Payment; and (iv) cost of administration. The
4 Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the
5 Objection/Exclusion Deadline Date. Pursuant to California Rules of Court, Rule 3.769, this
6 Settlement Agreement will be subject to approval by the Court and will be enforceable by the
7 Court pursuant to California Code of Civil Procedure section 664.6. Even after the Order
8 Granting Final Approval and notwithstanding it, the Court will have and retain continuing
9 jurisdiction over the Action and over all Parties, Participating Class Members and PAGA Group
10 Members, for purposes of addressing: (i) the interpretation and enforcement of the terms of the
11 Settlement, (ii) settlement administration matters and (iii) such other matters as may be
12 appropriate under court rules or as set forth in this Agreement.

13 **11. VOIDING THE SETTLEMENT**

14 11.1 Defendant's Option to Terminate Settlement. If the number of Class Members
15 who have submitted timely Requests for Exclusion from the Settlement equals or exceeds ten
16 percent of the total number of Class Members, then Defendant shall have, in its sole discretion,
17 the option to terminate this Settlement within twenty (20) calendar days after expiration of the
18 Objection/Exclusion Deadline, provided the Settlement Administrator has provided Defendant
19 the number and percentage of valid and timely Requests for Exclusion. In the event that
20 Defendant terminates the Agreement pursuant to this provision, no party may use the terms of
21 this Agreement or the MOU previously executed in connection with this Action or the fact that
22 the Parties had agreed to the MOU for any purpose. In the event Defendant elects to terminate
23 pursuant to this paragraph 11.1, Defendant will not be responsible for paying any settlement
24 amounts, Enhancement, attorneys' fees or costs. Defendant, however, will be responsible for ½
25 of the Settlement Administrator Costs incurred as of the date of termination. In the event
26 Defendant elects to terminate pursuant to this paragraph 11.1, this Settlement Agreement will be
27 considered null and void and neither this Settlement Agreement nor any of the related
28 negotiations or proceedings will be of any force or effect and shall be inadmissible in any forum

1 or jurisdiction. Defendant and its counsel agree that they will not encourage opt outs or
2 communicate negatively about the Settlement to Class Members. A breach of this obligation, as
3 determined by the Court, will negate any right Defendant has to terminate under this paragraph
4 11.1.

5 11.2 Nullification of Settlement Agreement. If, after exhausting all efforts: (1) the
6 Court refuses to enter an Order Granting Final Approval or (2) the Court's Order Granting Final
7 Approval is reversed and the Court thereafter refuses to enter an Order Granting Final Approval,
8 then this Settlement Agreement shall be null and void and any order entered by the Court in
9 furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
10 Parties shall be returned to their respective statuses as of the date and time immediately prior to
11 the execution of the MOU, and the Parties shall proceed in all respects as if this Settlement
12 Agreement had not been executed. In the event appellate review is sought prior to the Effective
13 Date, administration of the Settlement, and all associated payments, shall be stayed pending final
14 resolution of the appeal.

15 **12. NO EFFECT ON EMPLOYEE BENEFITS**

16 12.1 The Individual Settlement Payment paid to the Class Representative or other Class
17 Members shall not have any effect on the eligibility for, or calculation of, any of the employee
18 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Class Representative or
19 Participating Class Members. The Parties agree that any Individual Settlement Payments under
20 the terms of this Agreement do not represent any modification of Class Members' previously
21 credited hours of service or other eligibility criteria under any employee pension benefit plan or
22 employee welfare benefit plan sponsored by Defendant. Further, any Individual Settlement
23 Payment or Service Award hereunder shall not be considered "compensation" in any year for
24 purposes of determining eligibility for, or benefit accrual within, an employee pension benefit
25 plan, employee welfare benefit plan, or incentive compensation plan sponsored by Defendant.

26 **13. PUBLICITY**

27 13.1 In response to any inquiries from third parties Class Representative and Class
28 Counsel will state "no comment" or that "the case was resolved with Court approval." Class

Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Class Representative or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Class Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Class Representative and Class Counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, nothing in this provision is intended to prohibit: (i) Class Representative from discussing this settlement with their spouses, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from citing the settlement in this case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; (iii) Class Counsel from communicating with the Settlement Administrator, Class Representative in this case, the LWDA, or with the court in which this action is pending; (iv) Class Counsel to report on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court; or (v) Class Counsel from discussing the settlement with the Settlement Class if contacted with questions about the settlement or the distribution of settlement proceeds.

14. EXHIBIT(S) AND HEADINGS

14.1 The terms of this Agreement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

15. INTERIM STAY OF PROCEEDINGS

15.1 The Parties agree to hold all proceedings and deadlines in the Action, except such

proceedings necessary to implement and complete the Settlement, in abeyance pending the Preliminary and Final Approval Hearings to be conducted by the Court. Said stay shall terminate if and when (1) the Court permanently denies approval (preliminary or final) of the Settlement or, (2) the Court issues an order terminating the stay.

16. AMENDMENT OR MODIFICATION

16.1 This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. However, Class Counsel and Defendant's Counsel may agree to, and are hereby authorized to, amend, augment, or modify the contents of the Notice Packet, the Proposed Order Granting Preliminary Approval (Exhibit B), and the Proposed Order Granting Final Approval (Exhibit C), to conform to any edits requested or recommended by the Court without further signatures.

17. ENTIRE AGREEMENT

17.1 This Agreement and any attached Exhibit(s) constitute the entire agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit(s) other than the representations, warranties and covenants contained and memorialized in such documents.

18. AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT

18.1 Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant.

1 **19. BINDING ON SUCCESSORS AND ASSIGNS**

2 19.1 This Agreement shall be binding upon, and inure to the benefit of, the successors
3 or assigns of the Parties hereto, as previously defined.

4 **20. CALIFORNIA LAW GOVERNS**

5 20.1 All terms of this Agreement and the Exhibit(s) hereto shall be governed by and
6 interpreted according to the laws of the State of California.

7 **21. COUNTERPARTS**

8 21.1 This Agreement may be executed in one or more counterparts. All executed
9 counterparts and each of them shall be deemed to be one and the same instrument. Counsel for
10 the Parties to this Agreement shall exchange among themselves original signed counterparts.

11 **22. THIS SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

12 22.1 The Parties believe this Settlement is a fair, adequate and reasonable settlement
13 of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking
14 into account all relevant factors, present and potential.

15 **23. JURISDICTION OF THE COURT**

16 23.1 The Court shall retain jurisdiction with respect to the interpretation,
17 implementation and enforcement of the terms of this Agreement and all orders entered in
18 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
19 Court for purposes of interpreting, implementing and enforcing the settlement embodied in this
20 Agreement and all orders entered in connection therewith.

21 **24. COOPERATION AND DRAFTING**

22 24.1 Each of the Parties has cooperated in the drafting and preparation of this
23 Agreement. Hence, in any construction made to this Agreement, the same shall not be construed
24 against any of the Parties. The Parties agree to take all necessary measures to effectuate this
25 Agreement according to its terms and scope.

26 **25. INVALIDITY OF ANY PROVISION**

27 25.1 Before declaring any provision of this Agreement invalid, the Court shall first
28 attempt to construe the provisions valid to the fullest extent possibly consistent with applicable

precedents so as to define all provisions of this Agreement valid and enforceable.

26. CLASS REPRESENTATIVE’S WAIVER OF RIGHT TO BE EXCLUDED AND OBJECT

26.1 The Class Representative agrees to sign this Agreement and by signing this Agreement is bound by the terms herein stated and further agrees not to request to be excluded from the Settlement Class and agrees not to object to any of the terms of this Agreement. Non-compliance by the Class Representative with this Paragraph shall be void and of no force or effect. Any such requests for exclusion or objections shall therefore be void and of no force or effect.

27. FAX/ELECTRONIC SIGNATURES

27.1 A fax, PDF, or electronic signature (such as via DocuSign or Adobe Sign) on this Agreement shall be as valid as, and have the same force and effect as, an original “wet ink” signature.

28. MISCELLANEOUS

28.1 The allegations made in the separate PAGA action filed by Plaintiff in Riverside County Superior Court, Case No. CVRI2102975 (the “Riverside Case”), were added to the Action by virtue of the Complaint. Class Counsel will dismiss the Riverside Case without prejudice after this Settlement is fully-executed, and Defendant agrees that it will not seek costs in connection with any such dismissal.

28.2 Defendant agrees not to seek removal of the Action or the Riverside Case to federal court.

28.3 Except as otherwise provided herein, the Parties hereto will bear responsibility for their own attorneys’ fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Action, this Settlement, and the Riverside Case, and will not seek reimbursement thereof from any Party to this Settlement Agreement. The Class Representative and her counsel covenant not to pursue claims for attorney’s fees and costs, or any class representative Enhancement, for dollar amounts above those stated or provided for in this Agreement.

28.4 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State

1 Court holiday, the deadline will be automatically extended to the next regular business day.

2 Unless otherwise specified herein, all references to "days" shall mean calendar days.

3
4
5 DATE: 06/18/24

Quai'lyn Harris

Quai'lyn Harris (Jun 18, 2024 18:24 PDT)

Plaintiff

Quai'lyn Harris

6
7
8 DATE:

Defendant

Westmont Living, Inc.

9
10 By:

11 Its:

12
13 **APPROVED AS TO FORM:**

14
15 DATE:

FISHER & PHILLIPS LLP

16
17 By:

Chris C. Hoffman

Phillip G. Simpler

Lauren Bushman

Attorneys for Defendant Westmont Living, Inc.

18
19
20 DATE: June 20, 2024

SCHEPPACH BAUER PC

21
22 By:

John M. Scheppach

Thorey M. Bauer

Attorneys for Plaintiff Quai'lyn Harris

1 Court holiday, the deadline will be automatically extended to the next regular business day.

2 Unless otherwise specified herein, all references to “days” shall mean calendar days.

3
4
5 DATE: _____

Plaintiff
Quai’lyn Harris

6
7
8 DATE: 07/17/2024

Andrew S. Plant
Defendant
Andrew S. Plant (Jul 17, 2024 13:51 PDT)
Westmont Living, Inc.

9
10 By: Andrew S. Plant

11 Its: President

12
13 **APPROVED AS TO FORM:**

14
15 DATE: 07/17/2024

FISHER & PHILLIPS LLP

16
17 By: 
Chris C. Hoffman
Phillip G. Simpler
Lauren Bushman
Attorneys for Defendant Westmont Living, Inc.

18
19
20 DATE: _____

SCHEPPACH BAUER PC

21
22 By: _____
John M. Scheppach
Thorey M. Buaer
Attorneys for Plaintiff Quai’lyn Harris

EXHIBIT A

**NOTICE OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION SETTLEMENT**

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF CONTRA COSTA

QUAILYN HARRIS, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

WESTMONT LIVING, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. MSC21-01453

ASSIGNED FOR ALL PURPOSES TO:
HON. CHARLES S. TREAT
DEPT 12

NOTICE OF SETTLEMENT

**If You Worked At Westmont Of Brentwood In California As A Non-Exempt Employee At Any Time
From January 10, 2017, Through August 29, 2023**

You May Be Entitled To Participate In A Class Action Settlement.

The Contra Costa County Superior Court approved this notice. This is not an advertisement.
You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE. YOUR LEGAL RIGHTS WILL BE AFFECTED.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT ARE:	
Do Nothing	If you want to participate and receive your share of the money from the settlement, you do <u>not</u> need to do anything. If you do nothing, you will be mailed a settlement payment and you will be releasing certain claims. (See #19 below.)
Object	If you want to object to the settlement, you must write to the Settlement Administrator and explain why you think the settlement should not be approved. (See #16 below.)
Exclude Yourself	If you exclude yourself (or “opt-out”) from this lawsuit, you will not receive any Class Member Payment and will not release any individual claims. (See #17 below.)

YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE
THEM ARE EXPLAINED IN THIS NOTICE

Notice of Settlement
Questions? Call [\[Settlement Administrator Number\]](#)

BASIC INFORMATION

1. Why did I get this notice?

The records of Westmont Living, Inc. (“Defendant”) show that you work, or used to work, at Westmont Of Brentwood in California as a non-exempt employee. You are receiving this notice because you may be a member of a class on whose behalf a class action lawsuit has been brought. The lawsuit is known as *Quai’lyn Harris v. Westmont Living, Inc.*, assigned Contra Costa County Superior Case Number MSC21-01453 (the “Class Action”). This notice explains the nature of the Class Action, the proposed settlement of the Class Action, and your legal rights to participate in, object to, or opt out of the settlement. Please read this notice carefully as your rights will be affected even if you do nothing.

2. What is a class action?

In a class action, an individual called a “Class Representative” (in this case, Quai’lyn Harris) act as Plaintiff and sue on their own behalf and attempt to sue on behalf of other people who could possibly have similar claims. The court must make a determination whether the Plaintiff’s case can move forward as a class action depending on various legal criteria. It does not always permit a case to proceed as a class action. If, however, a court determines that Plaintiff’s case can proceed as a class action, the people together become a “Class,” with each person being a “Class Member.” At that point, one court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves (*i.e.*, opt out) from the Class.

THE CLASS, AND THE NATURE OF THE CLASS ACTION

3. Who is in the Class?

The Court has conditionally certified a settlement class comprised of: all current and former non-exempt employees of Defendant who worked at the Westmont of Brentwood facility as a non-exempt employee at any time from January 10, 2017 to August 29, 2023. These individuals are called “Class Members.” The Class Period is January 10, 2017 to August 29, 2023. The “Westmont of Brentwood facility” means the retirement community operated by Defendant with an address of 450 John Muir Parkway, Brentwood, CA 94513.

4. What is the Class Action about?

The Class Action primarily alleges that the Class was not provided all wages owed; was not provided meal periods and rest breaks in accordance with the California Labor Code and Wage Orders; was not provided accurate itemized wage statements; was not reimbursed for their work-related expenses; and was not paid all wages due upon separation from employment, as required by California law. The lawsuit also alleges that these actions constituted unfair business practices under California law and lead to civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

5. What is Defendant’s response to the Class Action?

Defendant denies it did anything wrong and contends that it timely and properly paid all wages owed; provided all required meal and rest periods; properly issued accurate, itemized wage statements, as required by law; properly kept and stored required records; provided all reimbursements for business expenses, and did not engage in any unfair competition or violations of PAGA. Defendant contends that none of the claims alleged by Plaintiff will succeed in Court.

6. Has the Court decided who is right?

No. The Court has not decided whether Plaintiff or Defendant is correct. The Court also has not made a determination that the Plaintiff's case can proceed to trial as a class action. The Court, however, has conditionally certified a settlement Class for the purposes of resolving this lawsuit without further litigation, without any admission of liability or fault, and without any determination of which side is right. By establishing the Class and issuing this notice, the Court is not suggesting that either side will win or lose this case.

SUMMARY OF THE SETTLEMENT

7. Why is there a settlement?

Both sides have conducted detailed investigations and an analysis of the facts and applicable law. Plaintiff believes that the claims asserted in the lawsuit have merit; Defendant strongly disputes that contention. This case involves many unresolved factual and legal issues, and the outcome is uncertain. Substantial amounts of time, energy, and other resources have been devoted by both parties and, unless there is a settlement, that situation will continue. By agreeing to a settlement, the parties avoid the costs, risks, and uncertainty of trial and/or any appeals, and the Class Members will receive a financial payment.

8. What does the settlement provide?

Without admitting any wrongdoing, Defendant has agreed to pay \$300,000 (the "Gross Settlement Fund") to resolve the Class Action. All payments under the Settlement will be disbursed from the Gross Settlement Fund, including the following:

- Payments to the Participating Class Members in the total gross estimated amount of \$127,550 (the "Net Settlement Fund"). These are called "Class Member Payments."
- Payments to the PAGA Group Members in the total amount of \$5,000. These are called "PAGA Penalty Payments."
- Fees of the third party Settlement Administrator to administer the Settlement, estimated at \$12,450.
- A Service Award payment to the Class Representative, not to exceed \$10,000.
- Plaintiff's Counsels' attorneys' fees of up to thirty-five percent of the Gross Settlement Fund.
- Plaintiff's Counsels' costs in connection with the Class Action, up to \$25,000
- Payment to the California Labor & Workforce Development Agency in the amount of \$15,000.

Any amount not awarded by the Court in Settlement Administrator fees, a Service Award payment, attorneys' fees or costs will be added to the Net Settlement Fund. Any uncashed Class Member Payments and any uncashed PAGA Penalty Payments will escheat to the State of California, Unclaimed Property Division, in the name of the corresponding Class Member(s). Please note that, while the Court has preliminarily approved of this Class Action Settlement, this Settlement is still subject to final approval by the Court.

9. Who is a Participating Class Member? | Who is a PAGA Group Member?

A Class Member who does not request to be excluded from the settlement is a "Participating Class Member" and will receive a portion of the Net Settlement Fund. This means that if you take no action, you will be a Participating Class Member. All Participating Class Members are entitled to receive a Class Member Payment.

A "PAGA Group Member" is a Class Member who worked as a non-exempt employee of Defendant at the Westmont of Brentwood facility at any time from November 3, 2019 to August 29, 2023 (the "PAGA Period"). If you are a PAGA Group Member, even if you request to be excluded from the Settlement, you will still be entitled to receive a PAGA Penalty Payment.

10. How will Participating Class Members Be Paid? | How Will A PAGA Group Member Be Paid?

Each Participating Class Member will be eligible to receive what is called a “Class Member Payment.” A Class Member Payment is a pro-rata share of the Net Settlement Fund that is based on the number of weeks worked by that Participating Class Member during the Class Period as a ratio of the total number of weeks worked credited to all Participating Class Members during the Class Period. If a Class Member opts out of the Settlement, his or her Class Member Payment will be redistributed and paid out to the other Participating Class Members.

Each PAGA Group Member will be eligible to receive what is called a “PAGA Penalty Payment.” A PAGA Penalty Payment is a pro-rata share of \$5,000 that is based on the number of weeks worked by that PAGA Group Member during the PAGA Period as a ratio of the total number of weeks worked credited to all PAGA Group Members during the PAGA Period.

11. How much is my Individual Settlement Payment?

The total amount of settlement money payable to a Class Member under the Settlement is called an “Individual Settlement Payment.” If you are both a Participating Class Member and a PAGA Group Member, your Individual Settlement Payment will include both a Class Member Payment and a PAGA Penalty Payment.

Your Estimated Class Member Payment. Defendant’s records show that you worked a total of and were credited with [est. amount] workweeks as a Class Member during the Class Period, which means you will receive a Class Member Payment in an amount currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. (You may have worked for Defendant prior to the Class Period, but that time is not included for purposes of this settlement.)

Your Estimated PAGA Penalty Payment (If Any). Defendant’s records show that you worked and were credited with a total of [est. amount] workweeks as a PAGA Group Member during the PAGA Period, which means you will receive a PAGA Penalty Payment in an amount currently estimated to be: \$[est. amount].

Your Payment Reflected Above Is An Estimate. The exact amount of your Individual Settlement Payment could vary, up or down, depending upon various factors, including among others (1) whether any Class Members dispute the number of weeks worked credited to them; and (2) whether any additions or deletions are made to the number of Class Members.

If You Dispute Your Weeks Worked. You are entitled to dispute the number of workweeks listed for you above. If you believe in good faith that the number of workweeks listed for you above is incorrect and you want to dispute that information, you must mail a written dispute to the Settlement Administrator. To be valid, your dispute must be in writing, contain your name, your dates of employment with Defendant, the reason you believe the number of workweeks listed above is inaccurate, be signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** [redacted], 20[redacted]. If you have documentation that you believe supports your dispute (such as wage statements or offer letters), please include that information in your mailing. Any dispute that is postmarked later than [redacted], 20[redacted], will be late and invalid and will result in the Class Member being bound by the workweeks stated above.

12. How will a Class Member’s weeks worked be calculated?

For purposes of calculating Class Member Payments, a Class Member will be given “weeks worked” credit only for those workweeks during the Class Period in which they worked at least one day during the workweek as a non-exempt employee of Defendant at the Westmont of Brentwood facility.

For purposes of calculating PAGA Penalty Payments, a PAGA Group Member will be given “weeks worked” credit only for those workweeks during the PAGA Period in which they worked at least one day during the workweek as a non-exempt employee of Defendant at the Westmont of Brentwood facility.

Workweeks in which no work was performed by the Class Member, such as a leave of absence or vacation, will not be counted.

13. How much will the Class Representative be paid?

Subject to Court approval, Plaintiff Quai’lyn Harris will be paid \$10,000 for her service as Class Representative and for her general release of all known and unknown claims. She will also receive her Individual Settlement Payment.

14. How will the attorneys for the Class be paid?

The attorneys for the Class Representative and the Class Members will be paid from the Gross Settlement Fund. The attorneys will ask the Court for up to an estimated maximum of \$105,000 (thirty-five percent of the Gross Settlement Fund) for their fees, and up to \$25,000 for their costs. The actual amounts will be determined by the Court.

YOUR RIGHTS AND OPTIONS

15. OPTION #1: DO NOTHING AND BE MAILED A PAYMENT.

BY TAKING NO FURTHER ACTION, YOU WILL AUTOMATICALLY BE CONSIDERED A PARTICIPATING CLASS MEMBER AND WILL BE MAILED AN INDIVIDUAL SETTLEMENT PAYMENT BY THE SETTLEMENT ADMINISTRATOR TO YOUR LAST KNOWN HOME ADDRESS. YOU ALSO WILL BE RELEASING THE CLAIMS DESCRIBED IN SECTION 19 BELOW.

To ensure receipt of your Individual Settlement Payment, you must notify the Settlement Administrator of any changes to your mailing address by calling the phone number in the footer and/or at the end of this Notice.

Individual Settlement Payments will be issued after the Court grants final approval to the Settlement, and will be paid in two installments, one year apart. You must notify the Settlement Administrator if you change your mailing address between the installment payments.

You will have 180 days to cash your Individual Settlement Payment checks. One-quarter of your Class Member Payment will be treated as W-2 wages. Three-quarters of your Class Member Payment will be paid on a 1099 basis for penalties and interest. Your PAGA Penalty Payment will be treated as 100% penalties and interest and paid on a 1099 basis. The Settlement Administrator will mail you tax forms regarding your Individual Settlement Payment.

16. OPTION #2: REMAIN A CLASS MEMBER AND OBJECT TO THE SETTLEMENT.

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and want the Court to consider your objection at the Final Fairness Hearing, you must mail a written objection to the Settlement Administrator. (No attorneys’ fees will be paid by Defendant for your counsel’s appearance at the Final Fairness Hearing.) To be valid, your objection must be in writing, contain your name, state the basis for your objection, be signed by you, and be mailed to the Settlement Administrator so that it is **postmarked no later than** **_____, 20__**. The address of the Settlement Administrator appears in Section 23 of this notice. Unless the Court allows otherwise in its discretion, any Class Member who does not mail his/her objection to the Settlement Administrator within the time provided above will be precluded from making any objections to the Settlement in writing or in person.

17. OPTION #3: EXCLUDE YOURSELF FROM THE CLASS.

If you exclude yourself from the Class -- which is sometimes called “opting out” of the Class -- you will not get any Class Member Payment from the settlement. You will not be permitted to object to the Class settlement, but you will retain the right to bring your own individual claims against Defendants.

You may request exclusion by mailing a written request to the Settlement Administrator to exclude yourself from the Settlement (this is called an “Exclusion Request”). To be valid, your Exclusion Request must contain your name and address, be dated and signed by you, clearly state that you do not wish to be included in the Settlement, and be mailed to the Settlement Administrator so that it is **postmarked no later than [REDACTED], 20__**. Any Exclusion Request that it is postmarked later than [REDACTED], 20__, will be late and invalid, and it will result in the Class Member being bound to the terms of the Settlement.

Please note that if you are a PAGA Group Member and you submit an Exclusion Request, you will still release the PAGA Claims discussed below, and you will still be entitled to receive your PAGA Penalty Payment. A PAGA Group Member cannot exclude themselves from the settlement of the PAGA Claims. The PAGA Claims are not individual claims, but rather government claims.

18. Will my decision whether to participate in the Settlement affect my employment with Defendant?

No. Defendant is prohibited by law from retaliating against any employee for participating in this Settlement.

19. What claims will be released by the Settlement?

When the Court grants final approval of this Settlement, all Class Members who did not timely submit a valid Exclusion Request will be deemed to have fully, finally, and forever released the “Released Parties” from any and all claims asserted in the Complaint or any other claims that could have been asserted in the Complaint based on the facts alleged in the Complaint, which the Class and/or any Class Member has ever had, or hereafter may claim to have, for the Class Period. This includes any and all claims during the Class Period concerning violations or damages relating to meal periods, rest periods, pay stubs, off the clock work, late payment of wages, waiting time penalties, unreimbursed business expenses, recordkeeping, record production, claims for violation of the California Labor Code (including Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 1197, 1198, 2802), claims for violation of all similar provisions or requirements of California law (including the California Code Of Regulations, the California Industrial Welfare Commission Wage Orders, the General Minimum Wage Order, and Business & Professions Code §§ 17200 et seq.), and claims for violations of all similar provisions or requirements of federal law (including the Fair Labor Standards Act). These claims are referred to as the “Covered Claims.”

The “Complaint” means the First Amended Complaint filed in the Class Action on May 24, 2024. The “Released Parties” means Defendant, all of its affiliates, and each of Defendant’s subsidiaries, owners (including Brentwood Assisted Living, LLC), shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors and assigns.

When the Court grants final approval of this Settlement, all PAGA Group Members will be deemed to have fully, finally, and forever released the Released Parties from any civil penalties under PAGA arising from the Covered Claims during the PAGA Period. These claims are referred to as the “PAGA Claims.”

20. What will happen at the Final Fairness Hearing?

A Final Fairness Hearing will be held on [REDACTED], at [REDACTED] in Department 12 of the Contra Costa County Superior Court, located at 725 Court Street, Martinez, CA 94553. The Court will determine: (i) whether the lawsuit

should be finally certified as a class action solely and exclusively for settlement purposes; (ii) whether the settlement should be given the Court's final approval as fair, reasonable, adequate, and in the best interests of the Class Members; (iii) the amount of the attorney's fees and costs awarded to Class Counsel; (iv) the amount of administrator fees awarded to the Settlement Administrator; and (v) the amount awarded to Plaintiff for her class representative services.

At the Final Fairness Hearing, the Court will hear all properly-submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. Please note that the Court may continue the Final Fairness Hearing to a later date without notice to the Class. For updated information, including any changes to the date of the Final Fairness Hearing, please contact the Settlement Administrator.

21. Should I get my own lawyer in this case?

The Court has approved John M. Scheppach of Scheppach Bauer PC and Edwin Aiwarzian of Lawyers For Justice, PC as Class Counsel. Class Counsel represents you and all Class Members in the Class Action. You also have the right to hire an attorney (at your own cost) to represent you, or to enter an appearance and represent yourself.

GETTING MORE INFORMATION

22. Who are the attorneys representing the parties?

Attorneys For Plaintiff And The Class Members Are:

SCHEPPACH BAUER PC

John M. Scheppach, Esq.
23181 Verdugo Drive, Suite 105-A
Laguna Hills, CA 92653
Tel: (949) 209-8880 | Fax: (949) 358-7884

LAWYERS FOR JUSTICE, P.C.

Edwin Aiwarzian
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020 | Fax (818) 265-1021

Attorneys For Defendant Are:

FISHER & PHILLIPS LLP

Christopher C. Hoffman, Esq.
Phillip G. Simpler, Esq.
Lauren Bushman, Esq.
4747 Executive Drive, Suite 1000
San Diego, CA 92121
Tel: (858) 597-9600 | Fax: (858) 597-9601

*Attorneys for Defendant cannot speak with Class Members regarding the settlement without prior consent from Class Counsel.

23. Who is the Settlement administrator?

The Settlement Administrator is ILYM Group, Inc. The Settlement Administrator can be contacted at:

Harris v. Westmont Living, Inc.
c/o ILYM Group, Inc.



24. How can I get more information?

If you would like more information or have questions, you may:

- Contact the attorneys for Plaintiff and the Class Members (see contact information listed above).

Notice of Settlement
Questions? Call [Settlement Administrator Number]

- Contact the Settlement Administrator (see contact information listed above).
- Visit the website of Contra Costa County Superior Court (www.cc-courts.org). On the “Online Services” tab click on the “Court Public Portal” field. Thereafter, click “Smart Search.” You will then land on the page where you can enter the case number MSC21-01453, check the box “I’m not a robot,” and then click “Submit.” It will take you to a new page where you can click on the case number (MSC21-01453) and see information about this case.

PLEASE DO NOT CONTACT THE COURT, DEFENDANT, OR DEFENDANT’S ATTORNEYS ABOUT THIS NOTICE.

EXHIBIT B

1 John M. Scheppach (SBN 240633)
E-Mail: jmscheppach@sbpc.law

2 Thorey M. Bauer (SBN 234813)
E-Mail: tbauer@sbpc.law

3 **SCHEPPACH BAUER PC**
23181 Verdugo Drive, Suite 105-A
4 Laguna Hills, California 92653
Telephone: (949) 209-8880
5 Facsimile: (949) 358-7884

6 Edwin Aiwazian (SBN 232943)
LAWYERS for JUSTICE, PC
7 410 West Arden Avenue, Suite 203
Glendale, California 91203
8 Telephone: (818) 265-1020
Facsimile: (818) 265-1021

9 Attorneys for Plaintiff
10 Quai'lyn Harris

11 Christopher C. Hoffman (SBN 176334)
E-Mail: choffman@fisherphillips.com

12 Phillip G. Simpler (SBN 292486)
E-Mail: psimpler@fisherphillips.com

13 Lauren Bushman (SBN 314865)
E-Mail: lbushman@fisherphillips.com

14 **FISHER & PHILLIPS LLP**
4747 Executive Drive, Suite 1000
San Diego, California 92121
15 Telephone: (858) 597-9600
16 Facsimile: (858) 597-9601

17 Attorneys for Defendant
Westmont Living, Inc.

18 SUPERIOR COURT OF CALIFORNIA

19 COUNTY OF CONTRA COSTA

20 QUAILYN HARRIS, individually, and on
21 behalf of other members of the general public
similarly situated;

22 Plaintiff,

23 v.

24 WESTMONT LIVING, INC., a California
25 corporation; and DOES 1 through 100,
inclusive,

26 Defendants.

Case No.: MSC21-01453

ASSIGNED FOR ALL PURPOSES TO:
Charles S. Treat, Dept. 12

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing:

Date: _____

Time: _____

Dept: 12

Complaint Filed: July 7, 2021

First Amended Complaint Filed: May 24, 2024

Trial Date: Not Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7

8
9
10
11
12
13
14
15
16

17

18
19
20
21
22
23
24

25
26
27
28

1 SETTLEMENT PURPOSES ONLY.

2 **THE COURT FURTHER FINDS AS FOLLOWS:**

3 1. The Court finds on a preliminary basis that the Settlement Agreement,
4 incorporated by this reference and made a part of this Order Granting Preliminary Approval,
5 is within the range of reasonableness of a settlement that could ultimately be given final
6 approval by this Court. The Court preliminarily finds that the terms of the Settlement are
7 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil
8 Procedure.

9 2. The Court notes that Defendant Westmont Living, Inc. (“Defendant”) has
10 agreed to a cash settlement and to create a Common Fund from which all disbursements
11 under the Settlement are to be paid.

12 3. The Court finds that the elements of numerosity, commonality, typicality, and
13 adequacy have been established to support conditional certification of the Class for
14 settlement purposes, with Plaintiff acting as Class Representative.

15 4. The Court hereby appoints, for settlement purposes, Plaintiff Quai’lyn Harris
16 as Class Representative. The Court further finds that John M. Scheppach of Scheppach
17 Bauer PC and Edwin Aiwarzian of Lawyers For Justice, PC have established adequacy to be
18 appointed as Class Counsel, and they are hereby appointed as Class Counsel.

19 5. The Class provisionally certified by this Order for settlement purposes
20 includes all current and former non-exempt employees of Defendant who worked at the
21 Westmont of Brentwood facility as a non-exempt employee at any time from January 10,
22 2017 to August 29, 2023.

23 6. The Court finds that the proposed manner of notice is adequate.

24 7. The Court approves ILYM Group, Inc. to serve as the Settlement
25 Administrator.

26 8. The Court approves the Class Notice (Exhibit A to the Settlement), also
27 referred to as the Notice Packet, and orders it to be mailed to Class Members.

28 9. The Court finds that the Class Notice constitutes the best notice practicable

1 under the circumstances and is in compliance with the laws of the State of California and, to
2 the extent applicable, the United States Constitution and the requirements of due process.
3 The Court further finds that the Class Notice fully and accurately informs Class Members
4 of all material elements of the proposed Class Action Settlement, of each Class Member's
5 right to be excluded from the Class, and each Class Member's right and opportunity to object
6 to the proposed Class Action Settlement. The Class Notice adequately advises the Class
7 about:

- 8 A. the Action;
- 9 B. the Settlement terms and the benefits available to each Class Member;
- 10 C. each Class Member's right to object and/or "opt out," and the timing
11 and procedures for doing so;
- 12 D. the conditional certification of the Class for settlement purposes only;
- 13 E. preliminary Court approval of the proposed Settlement;
- 14 F. timing and procedures for distributing the settlement funds; and
- 15 G. the date of the Final Fairness Hearing, as well as the rights of members
16 to submit objections and appear in connection with said hearing.

17 Accordingly, the Court hereby approves the proposed notice to the Class and finds
18 that mailing to the last known address of members of the Class, as specifically described
19 within the Settlement Agreement, constitutes an effective method of notifying Class
20 Members of their rights with respect to this action and proposed Settlement.

21 **THE COURT FURTHER ORDERS AS FOLLOWS:**

22 10. Defendant shall, within fifteen (15) calendar days after this signed Order
23 Granting Preliminary Approval is filed, provide the Settlement Administrator with the Class
24 List (also referred to as the Database Report) as defined in the Settlement.

25 11. The Settlement Administrator shall, within seven (7) calendar days after the
26 Settlement Administrator receives the Class List from Defendant, update all addresses using
27 the National Change of Address System (NCOA) and mail to all Class Members, via first-
28 class United States Mail, the Notice Packet. The envelope that the Notice Packet is mailed

1 in will clearly state that it concerns a class action and the recipient could be entitled to a cash
2 payment. In the event of returned or non-deliverable Notice Packets, the Settlement
3 Administrator will make reasonable efforts to locate Class Members through skip-tracing,
4 computer, or other search methods using the name, address, and Social Security numbers of
5 the Class Members involved and will re-send the Notice Packets to the best available
6 addresses after performing these efforts.

7 12. Any Exclusion Request must be postmarked no later than sixty (60) days after
8 the Notice Packet is first mailed to the Class Member (“Response Deadline”) and must be
9 received by the Settlement Administrator to be valid.

10 13. Any dispute submitted by a Class Member regarding the number of weeks
11 worked credited to that Class Member under the Settlement must be postmarked no later
12 than sixty (60) days after the date when the Notice Packet is first mailed to the Class Member
13 and must be received by the Settlement Administrator to be considered. The Settlement
14 Administrator must review all disputes with the Parties in accordance with the terms of the
15 Settlement. The Settlement Administrator must send each Class Member written notice of
16 the decision regarding his or her dispute. The Class Member shall have seven (7) calendar
17 days after the date the written notice of the decision is postmarked to opt out of the
18 Settlement by mailing a Request for Exclusion to the Settlement Administrator. If, within
19 that seven (7) calendar day time period, the Class Member does not mail a valid Request for
20 Exclusion to the Settlement Administrator, the Class Member shall be deemed a
21 Participating Class Member and will be paid in accordance with the Class Member’s weeks
22 worked as noted in the written notice of the decision.

23 14. Objections, if any, to the Settlement by a Class Member shall be mailed to the
24 Settlement Administrator no later than sixty (60) days after the Notice Packet is first mailed
25 to the Class Member. Any such objection must contain the Class Member’s name, the basis
26 for their objection to the Settlement, and their signature.

27 15. In the event that a Notice Packet is re-mailed to a Class Member because the
28 first one was undeliverable, the Class Member shall have an additional fifteen (15) calendar

1 days beyond the Response Deadline to submit a valid opt-out, dispute, and/or objection to
2 the Settlement.

3 16. Class Members do not have to submit any Claim Forms since this is not a
4 claims-made settlement.

5 17. The Final Fairness Hearing shall be held at _____ on _____,
6 in Department 12 of the Contra Costa County Superior Court, located at 725 Court Street,
7 Martinez, CA 94553, to consider the fairness, adequacy and reasonableness of the
8 Settlement preliminarily approved by this Order Granting Preliminary Approval, and to
9 consider the request of Class Counsel for an award of attorneys' fees and costs, and the Class
10 Representative's Enhancement. The Court may continue the Final Fairness Hearing to
11 another date at its discretion.

12 18. No later than twenty (20) days before the Final Fairness Hearing, the
13 Settlement Administrator shall provide to counsel for the Parties a declaration confirming
14 that the Notice Packets have been disseminated in accordance with this Order Granting
15 Preliminary Approval and including a complete list of all individuals who have timely
16 requested exclusion from the Class (opt-outs), any objections to the Settlement, and any
17 disputes regarding weeks worked. Class Counsel shall file the declaration with the Court as
18 part of the Motion for Final Approval.

19 19. Any Party to this case, including any Class Member who has not submitted a
20 valid and timely Request for Exclusion, may be heard in support of, or in opposition to, the
21 Court's determination of the good faith, fairness, reasonableness and adequacy of the
22 Settlement, the requested attorney's fees and costs, the requested Class Representative's
23 Enhancement, and any Order Granting Final Approval regarding such Settlement, fees, costs
24 and Enhancement; provided, however, that no person, except Class Counsel and counsel for
25 Defendant, shall be heard regarding such matters unless such person has complied with the
26 conditions set forth in the Class Notice or as the Court otherwise allows in its discretion.

27 20. All briefs and materials in support of an Order Granting Final Approval and a
28 request for attorney's fees and costs and the Class Representative's Service Award shall be

1 filed with this Court no later than ten (10) court days before the date set for the Final Fairness
2 Hearing. Likewise, response briefs, if any, in opposition to objections shall be filed with
3 this Court no later than ten (10) court days before the Final Fairness Hearing.

4 21. Pending further order of this Court, all proceedings in this matter except those
5 contemplated herein and in the Settlement Agreement are stayed.

6 The Court expressly reserves the right to adjourn or continue the Final Fairness
7 Hearing from time to time without further notice to the Class.

8 **IT IS SO ORDERED.**

9
10 Dated: _____

Judge of the Superior Court of California

EXHIBIT C

1 John M. Scheppach (SBN 240633)
E-Mail: jmscheppach@sbpc.law
2 Thorey M. Bauer (SBN 234813)
E-Mail: tbauer@sbpc.law

3 **SCHEPPACH BAUER PC**
23181 Verdugo Drive, Suite 105-A
4 Laguna Hills, California 92653
Telephone: (949) 209-8880
5 Facsimile: (949) 358-7884

6 Edwin Aiwarzian (SBN 232943)
LAWYERS for JUSTICE, PC
7 410 West Arden Avenue, Suite 203
Glendale, California 91203
8 Telephone: (818) 265-1020
Facsimile: (818) 265-1021

9 Attorneys for Plaintiff
10 Quai'lyn Harris

11 Christopher C. Hoffman (SBN 176334)
E-Mail: choffman@fisherphillips.com
12 Phillip G. Simpler (SBN 292486)
E-Mail: psimpler@fisherphillips.com
13 Lauren Bushman (SBN 314865)
E-Mail: lbushman@fisherphillips.com

14 **FISHER & PHILLIPS LLP**
4747 Executive Drive, Suite 1000
15 San Diego, California 92121
Telephone: (858) 597-9600
16 Facsimile: (858) 597-9601

17 Attorneys for Defendant
Westmont Living, Inc.

18 SUPERIOR COURT OF CALIFORNIA

19 COUNTY OF CONTRA COSTA

20 QUAILYN HARRIS, individually, and on
21 behalf of other members of the general public
similarly situated;

22 Plaintiff,

23 v.

24 WESTMONT LIVING, INC., a California
25 corporation; and DOES 1 through 100,
inclusive,

26 Defendants.

Case No.: MSC21-01453

ASSIGNED FOR ALL PURPOSES TO:
Charles S. Treat, Dept. 12

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT THEREON**

Date: _____
Time: _____
Dept: 12

Complaint Filed: July 7, 2021
First Amended Complaint Filed: May 24, 2024
Trial Date: Not Set

ORDER GRANTING FINAL APPROVAL AND
ENTERING JUDGMENT THEREON

This matter came on for hearing on _____ in Department 11 of the above-captioned court on the unopposed Motion for Final Approval of the Class Action Settlement.

Having considered the Joint Stipulation and Settlement Agreement Of Class Action And PAGA Representative Action Claims (the “Settlement Agreement” or “Settlement”) which is attached as **Exhibit “1”** to the Memorandum filed in Support of the Motion for Final Approval; having granted preliminary approval of the same and conditional certification of the Class for settlement purposes only on _____; having entered an Order directing that the Notice Packet be mailed to the Class; having conducted a hearing regarding whether the Settlement should be granted final approval; having considered the submissions filed by the respective Parties; and good cause appearing therefor; the Court

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over Plaintiff Quai’lyn Harris (“Plaintiff”), Defendant Westmont Living, Inc. (“Defendant”), and the subject matter of the action.

2. The Court hereby GRANTS final approval of the Settlement upon the terms and conditions set forth in the Settlement Agreement, including the definition of the Class and the Class Period as stated below. The Court finds that the Settlement terms are fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

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

A. **“Class,” “Class Member(s),” and “Settlement Class”** means all current and former non-exempt employees of Defendant who worked at the Westmont of Brentwood facility as a non-exempt employee at any time from January 10, 2017 to August 29, 2023.

B. **“Class Period”** means the period from January 10, 2017 to August 29, 2023.

C. **“Covered Claims” and “Released Claims”** means any and all claims

1 asserted in the Complaint or any other claims that could have been asserted in the Complaint
2 based on the facts alleged in the Complaint, which the Class and/or any Class Member has
3 ever had, or hereafter may claim to have, for the Class Period. This includes any and all
4 claims during the Class Period concerning violations or damages relating to meal periods,
5 rest periods, pay stubs, off the clock work, late payment of wages, waiting time penalties,
6 unreimbursed business expenses, recordkeeping, record production, claims for violation of
7 the California Labor Code (including Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
8 512, 1174(d), 1194, 1197, 1198, 2802), claims for violation of all similar provisions or
9 requirements of California law (including the California Code Of Regulations, the California
10 Industrial Welfare Commission Wage Orders, the General Minimum Wage Order, and
11 Business & Professions Code §§ 17200 et seq.), and claims for violations of all similar
12 provisions or requirements of federal law (including the Fair Labor Standards Act). As of
13 the Final Approval Date, each Participating Class Member shall be deemed to have fully,
14 finally, and forever released, relinquished, and discharged the Released Parties from all
15 Released Claims.

16 D. **“PAGA Claims”** means any civil penalties under the Private Attorneys
17 General Act of 2004 arising from the Covered Claims during the PAGA Period.

18 E. **“PAGA Group”** and **“PAGA Group Members”** means all Class
19 Members who worked as non-exempt employees of Defendant at the Westmont of
20 Brentwood facility at any time from November 3, 2019 to August 29, 2023.

21 F. **“PAGA Period”** means the period from November 3, 2019 to August
22 29, 2023.

23 G. **“Participating Class Member”** means any Class Member who does
24 not timely submit a Request for Exclusion.

25 H. **“Released Parties”** means Defendant, all of its affiliates, and each of
26 Defendant’s subsidiaries, owners (including Brentwood Assisted Living, LLC),
27 shareholders, members, agents (including, without limitation, any investment bankers,
28 accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors

1 and employees), predecessors, successors and assigns.

2 I. **“Westmont Of Brentwood facility”** means the retirement community
3 operated by Defendant with an address of 450 John Muir Parkway, Brentwood, CA 94513.

4 4. The Court has determined that the Notice Packet fully and accurately informed
5 all Class Members of the material elements of the Settlement, constituted the best notice
6 practicable under the circumstances, and constituted valid, due and sufficient notice to all
7 Class Members.

8 5. The Court hereby grants final approval of the Settlement as fair, reasonable
9 and adequate.

10 6. The Court approves the non-reversionary settlement amount of \$ _____
11 (the “Gross Settlement Fund”) established to fund the Settlement as fair, reasonable, and
12 adequate.

13 7. The Court approves the payment for Settlement Administration Costs incurred
14 by ILYM Group, Inc. in the amount of \$12,450 to be paid from the Gross Settlement Fund
15 as provided in the Settlement Agreement.

16 8. The Court approves a Service Award to the Class Representative in the amount
17 of \$10,000, to be paid from the Gross Settlement Fund as provided in the Settlement
18 Agreement.

19 9. The Court approves the payment of \$15,000 to the California Labor &
20 Workforce Development Agency (“LWDA”) to be paid from the Gross Settlement Fund.

21 10. The Court approves the payment of attorneys’ fees to Class Counsel from the
22 Gross Settlement Fund in the total amount of \$105,000.

23 11. The Court approves the payment of costs to Class Counsel from the Gross
24 Settlement Fund in the total amount of \$ _____.

25 12. The Court hereby directs Defendant to fund the Settlement in accordance with
26 the terms of, and by the deadlines supplied in, the Settlement.

27 13. The Court hereby directs the Settlement Administrator to make all
28 disbursements in accordance with the terms of, and by the deadlines supplied in, the

1 Settlement Agreement.

2 14. As set forth in the Settlement Agreement, the Settlement Administrator will
3 prepare and mail settlement checks for each Participating Class Member and PAGA Group
4 Member in the amount of his or her Individual Settlement Payment. The checks will indicate
5 on their face that they are void if not negotiated within one hundred and eighty (180) days
6 of their issuance. In the event a settlement check is returned to the Settlement Administrator
7 with a forwarding address, the settlement check will be forwarded to the forwarding address.
8 In the event a settlement check is returned to the Settlement Administrator without a
9 forwarding address or is otherwise undeliverable, the Settlement Administrator will use
10 reasonable efforts to search for a better address and re-mail the returned check, if possible.
11 If the search does not provide a better address, or the settlement check is ultimately returned
12 without a forwarding address, neither Defendant, Class Counsel nor the Settlement
13 Administrator shall be required to take further action to achieve delivery of the check to the
14 Class Member. If within the 180-day period the Class Member contacts the Settlement
15 Administrator, or if Class Counsel does so on his or her behalf, the settlement check will be
16 reissued and mailed to the address the Class Member (or Class Counsel) provides. Any such
17 reissued settlement checks will indicate on their face that they are void if not negotiated
18 within one hundred and eighty (180) days of their issuance.

19 15. Any monies not able to be delivered to a Class Member after one address
20 follow-up on returned mail and any settlement checks not cashed within one hundred and
21 eighty (180) days of issuance will escheat to the State of California, Unclaimed Property
22 Division, in the name of the corresponding Class Member.

23 16. Any Class Member who submitted a valid and timely Request for Exclusion
24 shall no longer be a Class Member, shall not be bound by the Settlement, shall have no right
25 to object to the Settlement, and shall receive no Class Member Payment. However, if a
26 Class Member who is a PAGA Group Member submitted a valid and timely Request for
27 Exclusion, the PAGA Group Member shall still be bound by the Settlement to the extent it
28 pertains to the PAGA Claims.

1 17. Upon the filing of this Order Granting Final Approval, Class Members who
2 did not timely exclude themselves from the Settlement will be deemed to have released the
3 Released Parties from the Released Claims, as set forth in the Settlement Agreement. Class
4 Members who did not timely object to the Settlement are barred from prosecuting or
5 pursuing any appeal of this Order Granting Final Approval. Upon the filing of this Order
6 Granting Final Approval, PAGA Group Members will be deemed to have released the
7 Released Parties from the PAGA Claims, as set forth in the Settlement Agreement. PAGA
8 Group Members who did not timely object to the Settlement are barred from prosecuting or
9 pursuing any appeal of this Order Granting Final Approval.

10 18. Neither this Order Granting Final Approval nor the Settlement shall constitute
11 an admission by Defendant of any liability or wrongdoing whatsoever, nor is this Order
12 Granting Final Approval a finding of the validity or invalidity of any claims in the action or
13 a finding of wrongdoing by Defendant herein.

14 19. Each Party will bear its own attorneys' fees and costs, except as provided for
15 in the Settlement and this order.

16 20. By signing and filing this Order Granting Final Approval, the Court decrees
17 that the Participating Class Members shall be conclusively deemed to have released and
18 forever discharged the Released Parties from all Released Claims. By signing and filing this
19 Order Granting Final Approval, the Court decrees that the PAGA Group Members shall be
20 conclusively deemed to have released and forever discharged the Released Parties from all
21 PAGA Claims.

22 21. Without affecting the finality of this Order Granting Final Approval in any
23 way, and pursuant to California Rules of Court, Rule 3.768(h), the Court reserves exclusive
24 and continuing jurisdiction over the action for purposes of supervising the implementation,
25 enforcement (CCP § 664.6), construction, administration and effectuation of the Settlement.

26 22. The Court hereby sets a status conference on _____
27 at _____ in Department 12, at which time the Parties shall apprise the Court of the status
28 of the distribution of the settlement proceeds.

1 23. Notice of this executed Order Granting Final Approval Of Class Action
2 Settlement shall be posted on the Settlement Administrator's website and may be removed
3 following the status conference date set forth above.

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

5
6 Dated: _____

Judge of the Superior Court of California