

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Matthew Richard Soto (SBN 353499) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 410 West Arden Ave., Suite 203 CITY: Glendale TELEPHONE NO.: 818.265.1020 EMAIL ADDRESS: ATTORNEY FOR (name): Plaintiff Steve Eakins SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: CITY AND ZIP CODE: San Bernardino 92415 BRANCH NAME: San Bernardino Superior Court - Civil Division	STATE BAR NUMBER: STATE: CA ZIP CODE: 91203 FAX NO.: 818.265.1021 FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Steve Eakins DEFENDANT/RESPONDENT: Integral Senior Living, LLC (Solstice Senior Living)	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: CIVSB2118985 / Dept S-26

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): December 2, 2024

2. A copy of the judgment, decree, or order is attached to this notice.

EXHIBIT 1 - Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Award of Attorney's Fees and Costs, General Release Fee, and Settlement Administration Costs

EXHIBIT 2 - MINUTE ORDER

Date: December 13, 2024

Matthew Richard Soto

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: Steve Eakins	CASE NUMBER:
DEFENDANT/RESPONDENT: Integral Senior Living, LLC (Solstice Senior Living)	CIVSB2118985

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

**PLEASE SEE ATTACHED PROOF OF SERVICE **

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Edwin Aiwarzian (SBN 232943)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 02 2024

BY 
VALERIE URUEÑA, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

STEVE EAKINS; individually, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

SOLSTICE SENIOR LIVING, LLC, a Delaware
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2118985


Honorable Jessica Morgan
Department S-26

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, *ET SEQ.*) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Attorneys' Fees and Costs, General Release Fee, and
Settlement Administration Costs; Declaration of
Plaintiff's Counsel (Matthew Richard Soto); and
Declaration of Plaintiff (Steve Eakins); filed
concurrently herewith]

Date: December 2, 2024
Time: 8:30 a.m.
Department: S-26

Complaint Filed: June 28, 2021
Trial Date: None Set

1 This matter has come before the Honorable Jessica Morgan in Department S26 of the Superior Court
2 of the State of California, for the County of San Bernardino, 247 West Third Street, San Bernardino,
3 California 92415, on December 2, 2024 at 8:30 a.m. on Plaintiff Steve Eakins' ("Plaintiff") Motion for
4 Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and
5 Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Motion
6 for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiff and Pettit Kohn Ingrassia Lutz
7 & Dolin PC appeared for Defendant Solstice Senior Living, LLC ("Defendant").

8 On or around March 5, 2023, Plaintiff and Defendant (together, the "Parties") executed the Private
9 Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Matthew Richard Soto and Plaintiff Steve Eakins, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
20 the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the
21 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
22 to, the facts and theories to support the alleged violations, in conformity with California Labor Code
23 § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
25 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
26 appear in the above-captioned action ("the Action").

27 ///

28 ///

1 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:
2 All current and former hourly-paid or non-exempt employees who worked for Defendant in the
3 State of California during the PAGA Release Period ("Aggrieved Employees").

4 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA ("PAGA Penalty Amount"), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the PAGA Penalty Amount. The PAGA Penalty
9 Amount shall be the Total Settlement Amount (\$550,000.00) less the approved Attorneys' Fees and Costs
10 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), the General Release Fee to Plaintiff, and Settlement
11 Administration Costs to Phoenix Class Action Administration Solutions (the "PAGA Settlement
12 Administrator"). Seventy-five percent (75%) of the PAGA Penalty Amount shall be distributed to the
13 LWDA ("LWDA Payment") and twenty-five percent (25%) of the PAGA Penalty Amount shall be
14 distributed to the Aggrieved Employees ("Employees' Portion") in accordance with this Order and Judgment
15 and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
17 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
18 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
19 with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$247,500.00 to Lawyers *for* Justice, PC for attorneys'
21 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance
22 with this Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$15,560.09 to Lawyers *for* Justice, PC for reimbursement
24 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
25 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26 11. The Court approves payments in the amount of \$5,000.00 to Plaintiff for his General Release
27 Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance
28 with this Order and Judgment and the Settlement Agreement.

1 12. The Court approves payment up to the amount of \$8,000.00 to Phoenix Class Action
2 Administration Solutions for the Settlement Administration Costs. This amount shall be paid from the Total
3 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
4 Agreement.

5 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
6 Judgment and the Settlement Agreement.

7 14. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
8 Employees; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT A**," and the PAGA
9 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that
10 it distributes payments to Aggrieved Employees for their share of the Employees' Portion ("Individual
11 Settlement Share(s)").

12 15. No later than seven (7) calendar days after the Court's order granting approval of the
13 Settlement, Defendant will provide the PAGA Settlement Administrator with the Aggrieved Employees
14 List, in accordance with this Order and Judgment and the Settlement Agreement.

15 16. Within fourteen (14) calendar days of the Court's order granting approval of the Settlement,
16 Defendant shall deposit the Total Settlement Amount into a qualified settlement account established by the
17 PAGA Settlement Administrator for administration of the Settlement, in accordance with this Order and
18 Judgment and the Settlement Agreement.

19 17. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
20 Total Settlement Amount, the PAGA Settlement Administrator shall distribute the Cover Letter and
21 Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved
22 Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff, Attorneys' Fees and Costs to
23 Plaintiff's Counsel, and payment to itself for the Settlement Administration Costs, as provided for by this
24 Order and Judgment and the Settlement Agreement.

25 18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
26 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such
27 canceled checks shall be transmitted by the PAGA Settlement Administrator to the State Controller's Office
28 Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of their

1 respective Individual Settlement Share(s).

2 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon
3 the date of this signed Order and full funding of the Total Settlement Amount, Plaintiff and the State of
4 California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released
5 and forever discharged the Released Parties, to the fullest extent of the law, of and from the Action and from
6 the Released Claims.

7 20. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
8 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former owners,
9 shareholders, management-level employees, attorneys, officers, directors and agents thereof, both individually
10 and in their business capacities, and their employee benefit plans and programs and the trustees, administrators,
11 fiduciaries and insurers of such plans and programs.

12 21. "Released Claims" means any and all claims, arising during the PAGA Release Period, for
13 civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees,
14 and costs available under PAGA, based on the factual allegations in the Operative Complaint, including
15 but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant
16 meal periods and associated premiums, failure to provide compliant rest periods and associated
17 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
18 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate
19 payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of
20 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194,
21 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter*
22 *alia*, Wage Orders 4-2001 and 5-2001.

23 22. "PAGA Release Period" means the period April 21, 2020 through June 30, 2023.

24 23. No individualized notice of this Order and Judgment is required to be provided to the
25 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system
26 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

27 Date: _____

12.2.2024

C Towns

28 ~~Jessica Morgan~~ Christian Towns
Judge of the San Bernardino Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Steve Eakins v. Integral Senior Living LLC, et al.*, San Bernardino County Superior Court Case No. CIVSB2118985

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Steve Eakins v. Integral Senior Living LLC, et al.*, San Bernardino County Superior Court Case No. CIVSB2118985 ("Action").

The lawsuit was filed on June 28, 2021 by Steve Eakins ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 21, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-829953-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Solstice Senior Living LLC ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period April 21, 2020 to September 28, 2023 ("Aggrieved Employees"). The period April 21, 2020 to September 28, 2023, is the "PAGA Release Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Release Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former owners, shareholders, management-level employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Release Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
www.sb-court.org

PORTAL MINUTE ORDER

Case Number: CIVSB2118985

Date: 12/2/2024

Case Title: ****PAGA**** Eakins -v- Integral Senior Living et al

Department S26 - SBJC

Date: 12/2/2024

Time: 8:30 AM

Predisposition Motion re:

Judicial Officer: Christian Towns

Judicial Assistant: Valerie Uruena

Court Reporter: Not Reported or Recorded

Court Attendant: Alfie Cervantes

Appearances

Attorney Matthew Soto appears by Zoom for Plaintiff Steve Eakins

Attorney Michelle Perez-Yanez appears by Zoom for Defendant Integral Senior Living LLC, Solstice Senior Living LLC

Proceedings

Party appeared by audio and/or video

Steve Eakins's Motion for approval of private attorney's general act settlement agreement is heard.

The Court has read and considered Motion and Supporting Documents

No opposition presented.

Court Finds

Steve Eakins's Motion for approval of private attorney's general act settlement agreement is granted.

Parties are instructed to submit a declaration re: distribution of funds 10 days prior to the next hearing.

-

Order Filed Re:

Order Granting Motion for Final Approval

-

Court makes the following orders:

Stipulated Judgment Before Trial

Hearings

Hearing re: Final Distribution of Funds set for 5/28/2025 at 8:30 AM in Department S26 - SBJC

Notice waived.

== Minute Order Complete ==

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On December 13, 2024, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Tom Ingrassia
Michelle Perez-Yanez
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, California 92130

Service Emails: tingrassia@pettitkohn.com; mperezyaney@pettitkohn.com;
kwood@pettitkohn.com; lzamora@pettitkohn.com.

Attorneys for Defendant Solstice Senior Living LLC

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 13, 2024, at Glendale, California.



Deven Launchbaugh