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**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").

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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(l)(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.

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

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

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

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

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

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

18. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted by the PAGA Settlement Administrator to the State Controller’s Office 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(l)(3).

27 Date: \_\_\_\_\_

28 \_\_\_\_\_  
Jessica Morgan  
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.

**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].