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Attorneys for Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

VALENCIA KING, individually, and on
behalf of other members of the general public
similarly situated; VICTORIA PERKINS,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

LEISURE CARE, LLC, a Washington
limited liability company; FRESN, LLC, a
Washington limited liability company;
LIVERMORE SENIOR LIVING, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: RG21099267 [*Consolidated
with Case No.: RG21112925*]

Honorable Michael Markman
Department 23

CLASS ACTION

**DECLARATION OF GIANCARLO
UREY**

[Notice of Motion and Motion for
Preliminary Approval of Class Action
Settlement; Declaration of Proposed Class
Counsel (Selena Matavosian);
Declarations of Proposed Class
Representatives (Valencia King and
Victoria Perkins); and [Proposed] Order
filed concurrently herewith]

Reservation ID: 076647801977
Date: June 27, 2024
Time: 10:00 a.m.
Department: 23

Complaint Filed: May 14, 2021
FAC Filed: March 4, 2024
Trial Date: None Set

DECLARATION OF GIANCARLO UREY

I, Giancarlo Urey, declare as follows:

1. I am an attorney licensed to practice law before the courts of the State of California. I am an attorney in the law firm Davis Wright Tremaine LLP, counsel of record for Defendants Leisure Care, LLC; Fresn, LLC; Livermore Senior Living; Heritage Estates; and Dan B. Madsen ("Defendants") in the action captioned *Valencia King, et al. v. Leisure Care, LLC, et al.*, Case No. RG21099267, pending in the Superior Court of the State of California, County of Alameda (the "Current Action"). I submit this Declaration pursuant Section IV.C.5. of the Class Action and PAGA Settlement Agreement, entered into by Defendants and Valencia King and Victoria Perkins ("Plaintiffs"), on behalf of themselves and other members of the general public similarly situated. I have personal knowledge of the facts set forth in this Declaration, and if called to testify under oath, could and would testify competently to those facts.

2. On December 16, 2016, Arusyak Tsyglina, on behalf of herself and other members of the public similarly situated, filed a class action complaint in the Superior Court of the State of California, County of Los Angeles, captioned *Tsyglina v. Fairwinds-West Hills, A Leisure Care Community, et. al.*, Case No. BC644082 (the "*Tsyglina* Action"). On June 19, 2017, Ms. Tsyglina filed an amended complaint. On January 31, 2018, Ms. Tsyglina filed a second amended complaint. The operative complaint alleged a variety of wage-and-hour violations against the defendants, including Leisure Care, LLC.

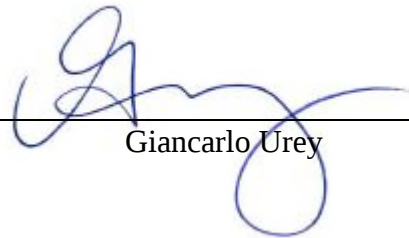
3. The parties to the *Tsyglina* Action attended mediation on December 7, 2017, and reached a settlement of all claims. On March 1, 2018, the parties obtained a preliminary approval of the class action settlement in the *Tsyglina* Action. Then, on October 3, 2018, the Court in the *Tsyglina* Action granted a final approval of the class action settlement. The final approval order stated that "settlement class members" include "all current and former California employees employed by [the defendants] as non-exempt employees at any time during the period from December 16, 2012 through January 31, 2018." A true and correct copy of the Court's final approval order is attached hereto and marked as **Exhibit A**. A true and correct copy of the judgment in the *Tsyglina* Action is attached hereto and marked as **Exhibit B**.

1 4. On April 10, 2023, Plaintiffs and Defendants participated in a mediation in the
2 Current Action. During the mediation, Defendants informed Plaintiffs of the *Tsyglina* Action and
3 corresponding settlement/judgment. They also informed Plaintiffs that there was significant
4 overlap between the settlement periods in the *Tsyglina* Action (December 16, 2012, through
5 January 31, 2018) and the Current Action (May 14, 2017, through June 25, 2023), accounting
6 for—based on the analysis prepared by Defendants’ data expert¹—about 16,000 workweeks. The
7 parties considered the *Tsyglina* Action and the 16,000 workweeks in reaching an agreement at the
8 mediation.

9
10 I declare under penalty of perjury under the laws of the State of California and the United
11 States of America that the foregoing is true and correct.

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13 Executed on June 3, 2024, at Los Angeles, California.

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Giancarlo Urey

¹ All of the data relied up on by Defendants’ expert was also produced to Plaintiffs.

EXHIBIT A

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 03 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Maribel Mata, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ARUSYAK TSYGLINA , on behalf of herself
and others similarly situated,

Plaintiff,

vs.

FAIRWINDS-WEST HILLS, A LEISURE
CARE COMMUNITY, an entity of unknown
form; LEISURE CARE, LLC, a Washington
limited liability company; WHILLS, LLC,
Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. BC644082

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL FOR CLASS
SETTLEMENT**

[Assigned to the Hon. John Shepard Wiley, Jr.]
Dept.: 9

On July 18, 2018, Plaintiffs' Motion for Final Approval of Class Action Settlement and Motion for Awards of Attorneys' Fees, Costs, and Incentive Payments came before the Court, in Department 9, for hearing pursuant to the Order of this Court, dated March 1, 2018 ("Preliminary Approval Order"), on the application of Plaintiffs Arusyak Tsyglina, Lilian Hernandez, and Kimberly Andres and the Certified Class for approval of the Settlement set forth in the Joint

[PROPOSED] FINAL APPROVAL ORDER

COPY

1 Stipulation of Class Action Settlement (the "Stipulation"). Full and adequate notice having been
2 given to the Class as required in the Court's Preliminary Approval Order, and the Court having
3 considered all papers filed and proceedings held herein and otherwise being fully informed in the
4 premises and good cause appearing therefor,

5 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

6 1. This Order incorporates by reference the definitions in the Stipulation, and all
7 capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

8 2. This Court has jurisdiction over the subject matter of the Action and over all parties
9 to the Action, including all Class Members.

10 3. The Motion for final approval is granted. The Court approves the settlement as fair,
11 reasonable and adequate. The Court makes the following awards and approves the following
12 payments:

13 a. \$450,000.00 in attorneys' fees and \$10,579.53 in costs to Class Counsel;

14 b. \$5,000.00 as a service award to each class representative: Arusyak Tsyglina,
15 Lilian Hernandez, and Kimberly Andres;

16 c. \$22,000.00 in costs to the claims administrator CPT Group, Inc.;

17 4. In accordance with the Settlement and the terms set forth in this order, this Order
18 shall not be deemed a judgment in favor of class members or any them and shall not constitute an
19 obligation for direct compensation of any one or any number of the Settlement Class Members, but
20 rather it simply approves and undertakes to monitor the execution of the settlement between the
21 Parties. Except for the payment due under the Settlement, the parties are each to bear their own costs
22 and attorneys' fees. The Court approves the Settlement and Defendant is discharged from all
23 Released Claims in accordance with the terms of the Settlement.

24 5. In this wage and hour class action lawsuit, Plaintiffs sues Defendant for a variety of
25 Labor Code violations. The operative complaint alleges that Defendants failed to pay vested vacation
26 hours at the termination of employment, failed to provide meal and rest breaks, failed to provide
27 accurate wage statements, failed to pay final wages when due, unfair business practices, and
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1 violations under the Private Attorneys General Act, all in violation of California law. The operative
2 complaint seeks recovery of unpaid vacation hours, premium pay for improper meal and rest breaks,
3 penalties for improper wage statements, waiting time penalties, penalties under Labor Code § 2699
4 *et seq.*, prejudgment interest, post-judgment interest, and attorneys' fees and costs.

5 6. The parties settled this matter at mediation and thereafter sought and obtained
6 preliminary approval on March 1, 2018. Defendant made and makes no admission of liability and
7 none shall be inferred from the Settlement or entry of judgment. Neither this order nor the
8 Settlement shall be used or submitted into evidence in any proceeding or action, except for the sole
9 purpose of enforcing the terms hereof.

10 7. In California, the notice to class members must have "a reasonable chance of reaching
11 a substantial percentage of the class members." *Wershba v. Apple Computer, Inc.*(2001) 91
12 Cal.App.4th 224, 251. Importantly, however, the plaintiff need not demonstrate that each member of
13 the class received notice. As long as the notice had a "reasonable chance" of reaching a substantial
14 percentage of class members, it should be found effective.

15 8. CPT Group, Inc. is providing settlement administration services for this settlement.
16 (Declaration of Tim Cunningham with Respect to Settlement Administration and Class Notice filed
17 with the Final Approval Motion, ¶1.) On March 13, 2018, CPT received the class information from
18 Defendant; the list contained 1,767 class members. (Id. at ¶5.) CPT conducted a search of the NCOA
19 to update addresses and, on March 27, 2018, mailed notice to all class members. (Id. at ¶¶ 6, 7.)
20 Notice was sent in English. (Id. at ¶4.) CPT forwarded notice packets returned with forwarding
21 addresses and performed skip searches on all other returned mail. (Id. at ¶8.) Ultimately, 18 notice
22 packets were undeliverable. (Ibid.) CPT received only 5 objections. (Id. at ¶15.) CPT received 14
23 requests for exclusion; of these, one is from a subsequently identified Non-Class Member, one is
24 late, and one is deficient. (Id. ¶14.) Based on the foregoing, the Court finds that the notice provided
25 to class members conforms to due process requirements.

26 9. It is the duty of the Court, before finally approving the settlement, to conduct an
27 inquiry in the fairness of the proposed settlement. California Practice Guide, Civil Procedure Before
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1 Trial, *The Rutter Group*, ¶14:139.12 (2012). The trial court has broad discretion in determining
2 whether the settlement is fair. In exercising that discretion, it normally considers the following
3 factors: strength of the plaintiff's case; the risk, expense, complexity and likely duration of further
4 litigation; the risk of maintaining class action status through trial; amount offered in settlement;
5 extent of discovery completed and stage of the proceedings; experience and views of counsel;
6 presence of a governmental participant; and reaction of the class members to the proposed class
7 settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *In Re Microsoft I-V Cases*
8 (2006) 135 Cal.App.4th 706, 723. This list is not exclusive and the Court is free to balance and weigh
9 the factors depending on the circumstances of the case. *Wershba v. Apple Computer, Inc.* (2001) 91
10 Cal.App.4th 224, 244-245.

11 10. The proponent bears the burden of proof to show the settlement is fair, adequate and
12 reasonable. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135,
13 1165-1166; *Wershba, supra*, 91 Cal.App.4th at 245. There is a presumption that a proposed
14 settlement is fair and reasonable when it is the result of arms'-length negotiations. 2 Herbert
15 Newburg & Albert Conte, *Newburg on Class Actions* §11.41 at 11-88 (3d ed. 1992); *Manual for*
16 *Complex Litigation* (Third) §30.42.

17 11. At the time of preliminary approval, Class Counsel's claim that Defendants failed to
18 provide proper meal and rest breaks were valued at \$1,008,171.00 and \$6,795,715.00 respectively.
19 (Yeremian Declaration re: Preliminary Approval, ¶¶16-25.) The paystub violations were valued at
20 \$2,201,226.00. (Id. at ¶¶23-25.) The claim for failure to pay final wages valued at \$2,208,294.00.
21 (Id. at ¶¶26-28.)

22 12. Had this case not settled, there would have been additional risks and expenses
23 associated with continuing to litigate. Procedural hurdles (e.g., motion practice and appeals) are also
24 likely to prolong the litigation as well as any recovery by the class members.

25 13. There is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180
26 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some
27 flexibility in conducting class actions, which means, under suitable circumstances, entertaining
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1 successive motions on certification if the court subsequently discovers that the propriety of a class
2 action is not appropriate.”)

3 14. As part of the Court’s analysis of this factor, the Court should take into consideration
4 the admonition in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. In *Kullar*,
5 objectors to a class settlement argued the trial court erred in finding the terms of the settlement to be
6 fair, reasonable, and adequate without any evidence of the amount to which class members would be
7 entitled if they prevailed in the litigation, and without any basis to evaluate the reasonableness of the
8 agreed recovery. The Court of Appeal agreed with the objectors that the trial court bore the ultimate
9 responsibility to ensure the reasonableness of the settlement terms. Although many factors had to be
10 considered in making that determination, and a trial court was not required to decide the ultimate
11 merits of class members’ claims before approving a proposed settlement, an informed evaluation
12 could not be made without an understanding of the amount in controversy and the realistic range of
13 outcomes of the litigation.

14 15. Defendant has agreed to settle for the non-reversionary amount of \$1,350,000.00 all
15 in, with no additional sums being due from Defendant for damages, costs, attorneys’ fees,
16 contributions, reimbursements or for any other reason. According to the claims administrator’s
17 calculations, the average settlement payment will be over \$493.65 per Class Member and the highest
18 settlement payment is \$1,947.22 (Cunningham Declaration, ¶18.)

19 16. Class Counsel conducted an investigation that included informal discovery, reviewed
20 time records, prepared a questionnaire for class members, interviewed class members, reviewed
21 Plaintiff’s documents, and formed damage models based on all of these. (Yeremian Declaration re:
22 Final Approval, ¶7.)

23 17. Class Counsel has experience with wage and hour class litigation. (Yeremian
24 Declaration re: Preliminary Approval, ¶¶57-61.) He is of the opinion that this settlement is in the
25 best interest of the class (Yeremian Declaration re: Final Approval, ¶9) and provides substantial
26 benefit to class members. (Id. at ¶11.)

27 18. The class reacted very positively with a 99.23% participation rate. (Cunningham
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1 Declaration, ¶17.)

2 19. On balance, this is a fair settlement that satisfies the *Dunk* factors, such that final
3 approval is warranted.

4 20. Class Counsel requested attorneys' fees of \$450,000.00. The Court employs the
5 lodestar method in awarding fees, as opposed to a "percentage of the common fund" method. This
6 amount would reflect the actual work performed, plus a multiplier (if applicable) to recognize
7 counsel's efforts. In common fund cases, the Court may employ a percentage of the benefit method,
8 as cross-checked against the lodestar. *Laffitte v. Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 503.

9 21. Here, fees are sought pursuant to the percentage method. (Motion at 16.) The
10 determination of what constitutes an appropriate percentage "is somewhat elastic and depends
11 largely on the facts of a given case, but certain factors are commonly considered. Specifically, the
12 court may address the percentage likely to have been negotiated between private parties in a similar
13 case, percentages applied in other class actions, the quality of class counsel, and the size of the
14 award." *In re Ikon Office Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

15 22. These factors favor the \$450,000.00 award. As for the first factor, private contingency
16 fee agreements are routinely 30% to 40% of the recovery. (Id. at 194.) As for the second factor,
17 although the median percentage of attorney fees in class action is 25%, "most fees appear to fall in
18 the range of nineteen to forty-five percent." (Id.) As for the third factor, Class Counsel has
19 experience in class actions, including wage and hour cases. Most importantly, Class Counsel
20 achieved good results for the class as evidenced by the class members' reaction to the settlement. As
21 for the fourth factor, Class Counsel negotiated a \$1,350,000.00 gross settlement. Applying the
22 lodestar cross-check, Class Counsel states that members of his firm have spent at least 344.9 hours
23 on this case, with an estimate 10 hours yet to come, for a total of 354.9. (Yeremian Declaration,
24 ¶¶16, 17.) At the firm's blended billing rate of \$625, the lodestar is calculated at \$221,812.50.
25 (Yeremian Declaration, ¶24.) The hourly rates appear to be reasonable for attorneys with their
26 respective years of experience. (Yeremian Declaration, ¶19), and the hours spent is reasonable for
27 this case, which has been pending for three years. It appears that Class Counsel utilized skill in
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1 litigating this case, and by all accounts, have good reputations in the legal community; at the very
2 least, there is no evidence before the Court to indicate that the attorneys have negative reputations in
3 the legal community. It also appears that Class Counsel spent appreciable time on the case, which
4 time could have been spent on other meritorious fee-generating cases. Based on the \$221,812.50
5 lodestar, the fee request of \$450,000.00 translates into a multiplier of 2.13. Because the fee request is
6 based on a reasonable percentage of the settlement fund and is supported by the lodestar calculation,
7 and because the class was provided with notice of the fee request and did not object, the Court
8 awards fees in the amount requested.

9 23. Class Counsel requests costs in the amount of \$10,579.53 which is less than the
10 \$12,500.00 settlement cap on such costs. (Yeremian Declaration, ¶¶16, 34, and Exhibit K thereto.)
11 Class Counsel's actual costs, totaling \$10,579.53, consist of filing fees, Case Anywhere costs,
12 mediation, opt out notice costs, questionnaire copying and mailing, courtcalls and court appearances,
13 copying and service. These costs appear reasonable and necessary to the conduct of the litigation.
14 Further, as with the fee requests, the maximum cost request was disclosed to class members and
15 deemed unobjectionable. For these reasons, the cost request is granted in the amount of \$10,579.53.

16 24. Claims administrator CPT requests administration costs of \$22,000.00. (Cunningham
17 Declaration, ¶18.) Based upon the work performed and yet to be performed, and the fact that the
18 class was provided notice of up to \$22,000.00 for claims administration expense and none objected,
19 the request for administration costs of \$22,000.00 is granted.

20 25. Finally, Class Counsel seeks an incentive payment of \$5,000.00 to each class
21 representative. The Court considers the following factors, among others, in determining whether to
22 pay an incentive or enhancement award to a class representative: whether an incentive was necessary
23 to induce the class representative to participate in the case; actions, if any, taken by the class
24 representative to protect the interests of the class; the degree to which the class benefited from those
25 actions; the amount of time and effort the class representative expended in pursuing the litigation;
26 the risk to the class representative in commencing suit, both financial and otherwise; the notoriety
27 and personal difficulties encountered by the class representative; the duration of the litigation; and
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1 the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation.
2 California Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter Group 2012) (citing
3 *Clark v American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins.*
4 *Exch.* (2004) 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases* (2010) 186
5 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
6 Cal.App.4th 399, 412. Plaintiffs devoted approximately 31-44 hours to this litigation. (Tsyglin
7 Declaration, ¶5.) They assisted their attorneys by having multiple conferences with them and by
8 providing documents. (Ibid.) Plaintiffs also helped Class Counsel prepare for mediation. (Ibid.)
9 Plaintiffs freely chose to champion the rights of the class and accepted the risks associated with
10 acting as a class representative. (Id. at ¶7.) The Court grants an enhancement award of \$5,000.00 to
11 each representative for the following reasons: Plaintiffs spent significant time on this litigation;
12 Plaintiffs' actions benefitted the class; and Plaintiffs accepted the risks and notoriety that are
13 associated with acting as a class representative.

14 26. All Parties, including each and all class members, are bound by this Final Approval
15 Order and by the Stipulation. All Class Members shall be deemed to have entered into the Settlement
16 and the releases provided therein. Defendant shall have no obligation to pay any sums in excess of
17 the \$1,350,000.00 settlement payment set forth in the Settlement. Other than as provided in the
18 Settlement, Defendant shall have no obligation after entry of judgment to pay any sum to any person,
19 whether for costs, attorneys' fees, class member reimbursement or contribution, as a result of entry
20 of judgment.

21 27. The Court previously certified the Action as a class action under California Code of
22 Civil Procedure section 382. The Class is defined as follows:

23 a. "Settlement Class Members:" All current and former California employees
24 employed by Defendants as non-exempt employees at any time during the period
25 from December 16, 2012 through January 31, 2018.

26 28. Excluded from the Class would have been those persons who validly requested
27 exclusion in accordance with the requirements set forth in the Preliminary Approval Order.
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1 29. The certified Classes continue to meet all the requirements of California Code of
2 Civil Procedure section 382, as already found, and for the reasons set forth, in the Court's
3 Preliminary Approval Order.

4 30. Plaintiffs Arusyak Tsyglina, Lilian Hernandez, and Kimberly Andres are the Court-
5 appointed Class Representative for the Claims Class.

6 31. David Yeremian of the law firm David Yeremian & Associates, Inc., is the Court-
7 appointed Class Counsel.

8 32. Upon the Effective Date (as defined in the Stipulation), all Released Claims of each
9 and every member of the Classes, save and except for those who timely requested exclusion (listed
10 below), are and shall be deemed to be conclusively released as against the Released Parties. All
11 persons and entities who are in the Classes are hereby forever barred and enjoined from
12 commencing, prosecuting or continuing, either directly or indirectly, against the Released Parties, in
13 this or any other jurisdiction or forum, any and all Released Claims (as defined in the Stipulation).
14 Those class members who timely requested exclusion are:

15 Shehbaziyan, Masoma

16 Fitzgerald, Patricia Lee

17 Cooper, Ronald

18 Herrmann, Kevin

19 Wirstlin, Stephanie R.

20 Katz, Jeffrey

21 Pria, Rogelio

22 Perlin, Christina A.

23 Bristow Jr., Thomas

24 Gagliardi Rios, Guadalupe

25 Peters, Donna

26 Lim, Gwendolyn

27 33. Without affecting the finality of this Order in any way, this Court hereby retains
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1 continuing jurisdiction over: (a) implementation of the Settlement and any award or distribution of
2 the Settlement Amount, including interest earned thereon; (b) disposition of the Settlement Amount;
3 (c) hearing and determining applications for attorney fees and expenses in the Action; and (d) all
4 parties hereto for the purpose of construing, enforcing, and administering the Stipulation and the
5 Settlement therein.

6 34. There is no just reason for delay in the entry of judgment approving the Class
7 Settlement and immediate entry by the Clerk of the Court is expressly directed.
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9 IT IS SO ORDERED.

10 DATED: OCT 03 2018
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LISA HART COLE
HON. JOHN SHEPARD WILEY, JR.
SUPERIOR COURT JUDGE

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PROOF OF SERVICE

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 Davis Wright Tremain LLP, Suite 2400, 865 South Figueroa Street, Los Angeles, California 90017-2566.

On September 14, 2018, I served the foregoing document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL FOR CLASS SETTLEMENT** as follows:

David Yeremian (Email: david@yeremianlaw.com)
David Keledjian (Email: davidk@yeremianlaw.com)

☐ (VIA U.S. MAIL) I placed such envelope(s) with postage thereon fully prepaid for deposit in the United States Mail in accordance with the office practice of Davis Wright Tremain LLP, for collecting and processing correspondence for mailing with the United States Postal Service. I am familiar with the office practice of Davis Wright Tremain LLP, for collecting and processing correspondence for mailing with the United States Postal Service, which practice is that when correspondence is deposited with the Davis Wright Tremain LLP, personnel responsible for delivering correspondence to the United States Postal Service, such correspondence is delivered to the United States Postal Service that same day in the ordinary course of business.

☐ (BY FACSIMILE) (FROM FACSIMILE TELEPHONE NO. (213) 633-6899) at Suite 2400, 865 South Figueroa Street, Los Angeles, California. Upon completion of the said facsimile machine transmission, the transmitting machine will issue a transmission report showing that the transmission was complete and without error.

☒ (VIA CASE ANYWHERE) – A true and correct copy of said document was sent to the parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth in the Court's Order Authorizing Electronic Service dated 2/27/17.

☐ (VIA PERSONAL DELIVERY) to be served on all other parties to this action by requesting that a messenger from [] deliver true copies of the above-named documents, enclosed in sealed envelopes addressed indicated above.

☐ (VIA OVERNIGHT DELIVERY) and by sealing the envelope and placing it for collection and delivery by Federal Express with delivery fees paid or provided for in accordance with ordinary business practices.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on September 14, 2018, at Los Angeles, California.

Laurelyn P. Bergfeld, CCLS
Print Name

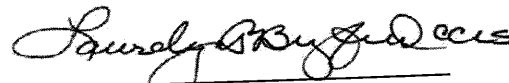

Signature

EXHIBIT B

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

OCT 03 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Maribel Mata, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ARUSYAK TSYGLINA , on behalf of herself
and others similarly situated,

Plaintiff,

vs.

FAIRWINDS-WEST HILLS, A LEISURE
CARE COMMUNITY, an entity of unknown
form; LEISURE CARE, LLC, a Washington
limited liability company; WHILLS, LLC,
Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. BC644082

~~[PROPOSED]~~ FINAL JUDGMENT

[Assigned to the Hon. John Shepard Wiley, Jr.]
Dept.: 9

The Court, having received and considered the Joint Stipulation of Class Action Settlement ("Settlement") of Plaintiffs Arusyak Tsyglina, Lilian Hernandez, and Kimberly Andres (collectively "Plaintiffs") and Defendants Leisure Care, LLC and WHills, LLC (doing business as Fairwinds – West Hills) (collectively, "Defendants"), preliminarily approved by this court on March 1, 2018, has entered the Order for final approval of the Settlement.

[PROPOSED] FINAL JUDGMENT

COPY

1 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

2 The Court having entered an order granting Final Approval of this Settlement hereby enters
3 FINAL JUDGMENT in favor of Plaintiffs and the Class Members in the amount of One Million
4 Three Hundred Fifty Thousand Dollars (\$1,350,000.00).

5 This Judgment is intended to be a final disposition of the above-captioned action in its
6 entirety and is intended to be immediately appealable.

7 IT IS SO ORDERED.

8 DATED: Oct 03 2018

LISA HART COLE

HON. JOHN SHEPARD WILEY, JR.
SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 and not a party to the within action. My business address is Davis Wright Tremaine LLP, Suite 2400,
4 865 South Figueroa Street, Los Angeles, California 90017-2566.

5 On September 14, 2018, I served the foregoing document described as: **[PROPOSED] FINAL**
6 **JUDGMENT** as follows:

7 David Yeremian (Email: david@yeremianlaw.com)
8 David Keledjian (Email: davidk@yeremianlaw.com)

9 ☐ (VIA U.S. MAIL) I placed such envelope(s) with postage thereon fully prepaid for
10 deposit in the United States Mail in accordance with the office practice of Davis Wright Tremaine
11 LLP, for collecting and processing correspondence for mailing with the United States Postal
12 Service. I am familiar with the office practice of Davis Wright Tremaine LLP, for collecting and
13 processing correspondence for mailing with the United States Postal Service, which practice is that
14 when correspondence is deposited with the Davis Wright Tremaine LLP, personnel responsible for
15 delivering correspondence to the United States Postal Service, such correspondence is delivered to
16 the United States Postal Service that same day in the ordinary course of business.

17 ☐ (BY FACSIMILE) (FROM FACSIMILE TELEPHONE NO. (213) 633-6899) at Suite
18 2400, 865 South Figueroa Street, Los Angeles, California. Upon completion of the said facsimile
19 machine transmission, the transmitting machine will issue a transmission report showing that the
20 transmission was complete and without error.

21 ☒ (VIA CASE ANYWHERE) – A true and correct copy of said document was sent to the
22 parties listed on the Electronic Service List maintained by Case Anywhere in the manner set forth in
23 the Court's Order Authorizing Electronic Service dated 2/27/17.

24 ☐ (VIA PERSONAL DELIVERY) to be served on all other parties to this action by
25 requesting that a messenger from [] deliver true copies of the above-named documents, enclosed in
26 sealed envelopes addressed indicated above.

27 ☐ (VIA OVERNIGHT DELIVERY) and by sealing the envelope and placing it for
28 collection and delivery by Federal Express with delivery fees paid or provided for in accordance
with ordinary business practices.

I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct. Executed on September 14, 2018, at Los Angeles, California.

Laurelyn P. Bergfeld, CCLS
Print Name


Signature