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**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

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: December 12, 2024
Time: 10:00 a.m.
Department: 23

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

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 above-entitled Court, located at 1221 Oak Street, Oakland, California 94612, on Plaintiffs’
3 Valencia King and Victoria Perkins (together, “Plaintiffs”) unopposed Motion for Final Approval
4 of Class Action and PAGA Settlement, Class Counsel Fees Payment and Litigation Expenses
5 Payment, and Service Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared
6 on behalf of Plaintiffs, and Davis Wright Tremaine LLP appeared on behalf of Defendants Leisure
7 Care, LLC, Fresno, LLC, Livermore Senior Living, Heritage Estates, and Dan B. Madsen
8 (collectively, “Defendants”).

9 On September 5, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action (“Action”) in accordance with the Class Action and PAGA Settlement
12 Agreement and Amendment No. 1 to Class Action and PAGA Settlement Agreement (together,
13 “Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits
14 annexed thereto, set forth the terms and conditions for settlement of the Actions.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Actions.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes only, as set forth in the Preliminary Approval Order. The
26 Class is hereby made final and is defined to include:

27 All current and former non-exempt employees who were employed by
28 Defendants or who were employed at a Leisure Care-Managed Community in
the State of California at any time during the period from May 14, 2017

through June 25, 2023 (“Class”).

4. The PAGA Group Members are hereby made final. The PAGA Group Members are defined to include all current and former non-exempt employees who were employed by Defendants or who were employed at a Leisure Care-Managed Community in the State of California at any time during the period from July 12, 2020 through June 25, 2023.

5. The Court confirms as final the appointments of Plaintiffs Valencia King and Victoria Perkins as representatives of the Class (together, “Class Representatives”).

6. The Court confirms as final the appointment of Edwin Aiwasian, Arby Aiwasian, Joanna Ghosh, and Selena Matavosian of Lawyers *for* Justice, PC as counsel for the class (“Class Counsel”).

7. The Court confirms as final the appointment of Phoenix Settlement Administrators as the Settlement Administrator.

8. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was provided to the Class Members and PAGA Group Members, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in, object to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

9. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,

1 expense, and complexity of the claims presented; the likely duration of further litigation; the
2 amount offered in the Settlement; the extent of investigation and discovery completed; and the
3 experience and views of Class Counsel. The Court has further considered the absence of objections
4 to the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that
5 the Settlement be affected in accordance with the Settlement Agreement and the following terms
6 and conditions.

7 10. A full opportunity has been afforded to the Class Members to participate in the
8 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
9 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
10 the Class Settlement. Only one (1) Request for Exclusion was submitted to the Settlement
11 Administrator. Accordingly, the Court determines that all Class Members who do not submit a
12 valid and timely Request for Exclusion from the Class Settlement (“Participating Class Members”)
13 are bound by the Class Settlement and by this order and judgment (“Final Approval Order and
14 Judgment”), and the State of California and PAGA Group Members are bound by the PAGA
15 Settlement and this Final Approval Order and Judgment.

16 11. The Court finds that allocation of \$272,000.00 toward penalties under the
17 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
18 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
19 Payment as follows: the amount of \$204,000.00 to the California Labor and Workforce
20 Development Agency (“LWDA Payment”), and the amount of \$68,000.00 to be distributed to the
21 PAGA Group Members on a *pro rata* basis (i.e., PAGA Group Member Amount), in accordance
22 with the terms and methodology set forth in the Agreement.

23 12. The Court finds that payment of Settlement Administration Expenses in the amount
24 of \$20,000.00 is appropriate for the services performed and costs incurred and to be incurred for
25 the notice and settlement administration process. It is hereby ordered that the Settlement
26 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
27 \$20,000.00, in accordance with the terms and methodology set forth in the Agreement.

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1 13. The Court finds that the Service Payments sought are fair and reasonable for the
2 work performed by Plaintiffs on behalf of the Class, the State of California, and PAGA Group
3 Members. It is hereby ordered that the Settlement Administrator issue payment in the amount of
4 \$14,500.00 each to Plaintiffs Valencia King and Victoria Perkins for their Service Payments,
5 according to the terms and methodology set forth in the Agreement.

6 14. The Court finds that the request for attorneys' fees in the amount of \$840,000.00 to
7 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
8 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
9 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
10 amount of \$840,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
11 methodology set forth in the Agreement.

12 15. The Court finds that reimbursement of litigation costs and expenses in the amount
13 of \$24,996.05 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
14 Settlement Administrator issue payment in the amount of \$24,996.05 to Class Counsel for
15 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
16 forth in the Agreement.

17 16. The Court hereby enters Judgment by which Participating Class Members shall be
18 conclusively determined to have given a release of any and all Released Class Claims against the
19 Released Parties, and the State of California and all PAGA Group Members shall be conclusively
20 determined to have given a release of any and all Released PAGA Claims against the Released
21 Parties, as set forth in the Agreement and Class Notice.

22 17. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount and
23 Employer Taxes into an account established by the Settlement Administrator within thirty (30)
24 calendar days of the Effective Date, in accordance with the terms and methodology set forth in the
25 Agreement.

26 18. It is hereby ordered that the distribution of Individual Settlement Payments to
27 Participating Class Members, Individual PAGA Payments to PAGA Group Members, Class
28 Counsel Fees Payment and Litigation Expenses Payment to Class Counsel, the Service Payments

1 to Plaintiffs, and Settlement Administration Expenses to the Settlement Administrator shall occur
2 no later than seven (7) calendar days of the funding of the Gross Settlement Amount and Employer
3 Taxes by Defendants to the Settlement Administrator in accordance with the terms and
4 methodology set forth in the Agreement.

5 19. Individual Settlement Payment and Individual PAGA Payment checks will be valid
6 and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued,
7 and thereafter, shall be canceled. Subject to Court approval, all funds associated with canceled
8 checks will be transmitted to the *cy pres*, Children's Advocacy Institute, in accordance with
9 California Code of Civil Procedure section 384. All Participating Class Members and PAGA
10 Group Members shall be bound by the terms and conditions of the Settlement Agreement
11 regardless of whether they cash or otherwise negotiate their Individual Settlement Payment check
12 and/or Individual PAGA Payment check or not.

13 20. After entry of this Final Approval Order and Judgment, pursuant to California Rules
14 of Court, Rule 3.769(h) and Code of Civil Procedure section 664.6, and all other applicable law,
15 the Court shall retain jurisdiction over this case, Class Representatives, Class Members, and
16 Defendants to construe, interpret, implement, and enforce the Settlement Agreement and this Final
17 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
18 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
19 the distribution of settlement benefits.

20 21. Notice of entry of this Final Approval Order and Judgment shall be given to the
21 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
22 Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60)
23 calendar days after the date of entry of this Final Approval Order and Judgment. Individualized
24 notice is not required.

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1 22. A Final Compliance Hearing is set for _____ at _____
2 a.m/p.m. in Department 23. Class Counsel shall submit a final accounting report regarding the
3 status of the settlement administration at least five (5) court days prior to the Final Compliance
4 Hearing.

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6 Dated: _____

7 _____
8 Honorable Michael Markman
9 Judge of the Superior Court
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