

Armond M. Jackson, SBN 281547  
ajackson@jacksonapc.com  
**JACKSON LAW, APC**  
2 Venture Parkway, Ste. 400  
Irvine, California 92618  
Phone (949) 281-6857  
Fax (949) 777-6218

Attorneys for Plaintiff Lourdes Vasquez

**SUPERIOR COURT OF STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE-CIVIL COMPLEX CENTER**

LOURDES VASQUEZ, as an individual and on  
behalf of other similarly situated employees,

Plaintiff,

vs.

KRC SANTA MARGARITA, LLC., a California  
corporation, KISCO SENIOR LIVING, LLC, a  
California corporation, and DOES 1-50,  
inclusive,

Defendants.

CASE NO: 30-2021-01238849-CU-OE-CXC

Assigned For All Purposes To:  
Hon. Melissa McCormick  
Dept. CX104

**SUPPLEMENTAL DECLARATION OF  
ARMOND M. JACKSON IN SUPPORT  
PLAINTIFF'S UNOPPOSED  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
PLAINTIFFS' MOTION FOR ORDER  
APPROVING SETTLEMENT UNDER  
CALIFORNIA LABOR CODE SECTION  
2699 ET SEQ.**

**Hearing Date:** July 24, 2025  
**Hearing Time:** 2:00 p.m.  
**Department:** CX104

Case filed: December 30, 2021  
Trial date: TBD

1           **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2           1.       I am the attorney of record for Plaintiff who filed the above-captioned case against  
3 and Defendant KRC Santa Margarita, LLC (Collectively referred to herein as “Defendant”). I am  
4 licensed and admitted to practice law in all state courts of California. This declaration is submitted  
5 in response to the March 27, 2025 Minute Order. Each issue will be addressed below:  
6

7           **Issue No. 1:**

8           2.       The motion papers were submitted to the LWDA on November 7, 2024 and  
9 uploaded via the LWDA online portal. The Notice of Motion, Declaration of Armond M. Jackson  
10 in Support of Plaintiff’s PAGA Approval Motion with exhibits including the settlement agreement,  
11 Declaration of Lourdes Vasquez, and Plaintiff’s Memorandum of Points and Authorities, and  
12 Proposed Order Granting PAGA Approval were filed with the LWDA. Attached hereto as **Exhibit**  
13 **1** is a true and correct copy of the proof of eservice.  
14

15           **Issue No. 2:**

16           3.       The data has not yet been provided to the administrator, who has not yet been  
17 appointed. It is difficult to estimate high and low payments without making reference to the Pay  
18 Period data. As for estimating the average payment, the estimated average individual payment is  
19 estimated to be \$109.88.  
20

21           **Issue No. 3:**

22           4.       The settlement agreement was amended to resolve this issue. Attached hereto as  
23 **Exhibit 2** is a true and correct copy of the Amendment to PAGA Settlement Agreement.  
24

25           **Issue No. 4:**

26           5.       I understand the Court’s position on this issue. There are no unique circumstances  
27 that exist in this matter.  
28

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2 **Issue No. 5:**

3           6.       The anticipated consideration for this matter is based upon the estimated average  
4 amount of \$109.88. The plaintiff did resolve a wrongful termination claim separate and apart from  
5 this litigation.

6  
7 **Issue No. 6:**

8           7.       Attached hereto as **Exhibit 3** is a true and correct copy of the mediator's invoice.

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10 **Issue No. 7:**

11           8.       Filed concurrently herewith is the settlement administrator's experience,  
12 explanation, and bid.

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14 **Issue No. 8:**

15           9.       The parties are unaware of any related pending actions or other cases that may be  
16 impacted by the settlement at this time.

17  
18 **Issue Nos. 9-10:**

19           10.      Attached hereto as **Exhibit 4** is a true and correct copy of the proposed PAGA  
20 notice with a certified translation in Spanish.

21  
22 **Issue Nos. 11-18:**

23           11.      Attached hereto as **Exhibit 5** is a true and correct copy of the revised proposed order  
24 and judgment in redline to resolve issue numbers 11 through 18.

1  
2 I declare under penalty of perjury and under the laws of the State of California that the  
3 foregoing statements are true and correct and stated of my own personal knowledge. I have signed  
4 this declaration on July 11, 2025, in Irvine, California.

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6 /s/ Armond M. Jackson  
Armond M. Jackson  
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# **EXHIBIT 1**

Armond M. Jackson, SBN 281547  
[ajackson@jacksonapc.com](mailto:ajackson@jacksonapc.com)  
Andrea Fernandez-Jackson SBN 295924  
[afernandez@jacksonapc.com](mailto:afernandez@jacksonapc.com)  
**Jackson APC**  
2 Venture Plaza, Ste. 400  
Irvine, CA 92618  
Phone (949) 281-6857  
Fax (949) 777-6218

Attorneys for Plaintiff Lourdes Vasquez

**SUPERIOR COURT OF STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE-CIVIL COMPLEX CENTER**

LOURDES VASQUEZ, as an individual and  
on behalf of other similarly situated employees,

Plaintiff,

vs.

KRC SANTA MARGARITA, LLC., a  
California corporation, KISCO SENIOR  
LIVING, LLC, a California corporation, and  
DOES 1-50, inclusive,

Defendants.

CASE NO: 30-2021-01238849-CU-OE-CXC

Assigned For All Purposes To:  
Hon. Melissa McCormick  
Dept. CX104

**PROOF OF SERVICE**

**Hearing Date:** March 27, 2025  
**Hearing Time:** 2:00 p.m.  
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Case filed: December 30, 2021  
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**PROOF OF SERVICE**  
**STATE OF CALIFORNIA**  
**COUNTY OF ORANGE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 2 Venture Plaza Ste.400 Irvine, California 92618. My email address is [ravalos@jacksonapc.com](mailto:ravalos@jacksonapc.com)

On November 7, 2024, I served true copies of the following document(s) described as:

- 1) **NOTICE OF MOTION AND MOTION FOR ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ;**
- 2) **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ.;**
- 3) **DECLARATION OF ARMOND M. JACKSON IN SUPPORT PLAINTIFF'S UNOPPOSED MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ.**
- 4) **DECLARATION OF LOURDES VASQUEZ IN SUPPORT OF MOTION FOR ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ; AND**
- 5) **[PROPOSED] ORDER GRANTING MOTION FOR APPROVAL OF PAGA SETTLEMENT**

On the interested parties in this action as follows:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Jeffrey R. Thurrell (SBN 202765)<br><a href="mailto:jthurrell@fisherphillips.com">jthurrell@fisherphillips.com</a><br>Bret Martin (SBN 304658)<br><a href="mailto:bmartin@fisherphillips.com">bmartin@fisherphillips.com</a><br>The-An Hoang-Nguyen (322908)<br><a href="mailto:Thoang-nguyen@fisherphillips.com">Thoang-nguyen@fisherphillips.com</a><br><b>FISHER &amp; PHILLIPS LLC</b><br>2050 Main Street, Suite 1000<br>Irvine, California 92614<br>Telephone: (949) 851-2424<br>Facsimile: (949) 851-0152 | Attorneys for Defendants<br>KRC Santa Margarita, LLC and Kisco<br>Senior Living, LLC |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|

1 California Department of Industrial  
2 Relations Electronic Filing Portal  
3 [https://www.dir.ca.gov/Private-Attorneys-  
General-Act/Private-Attorneys-General-  
Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)

California Labor and Workforce  
Development Agency

4 (XX) **[BY EMAIL OR ELECTRONIC TRANSMISSION]** –I caused all of the pages of  
5 the above-entitled document created as a portable document file format and attached to  
6 a properly addressed electronic mail message to be sent to the interested parties in this  
7 action on the date specified below. The email address I used is noted above.  
I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

8 Executed on November 7, 2024, at Irvine, California.

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

11 /s/ REBECA AVALOS  
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# **EXHIBIT 2**

## AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This Amendment to PAGA Settlement Agreement (“Amended Agreement”) is made by and between plaintiff Lourdes Vasquez (“Plaintiff”) and defendants KRC Santa Margarita, LLC dba Park Terrace (“KRC”) and Kisco Senior Living, LLC (“Kisco” and collectively with KRC, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

### 1. RECITALS

- 1.1 On October 29, 2024, the Parties executed a PAGA Settlement Agreement (“Agreement”), a true and correct copy of which is attached hereto as **Exhibit 1**.
- 1.2 On November 7, 2024, Plaintiff Lourdes Vasquez filed a Motion for Order Approving Settlement Under California Labor Code Section 2699 et seq.
- 1.3 On March 27, 2025, the Court entered a Minute Order which continued the hearing on Plaintiff’s Motion for PAGA Approval to July 24, 2025
- 1.4 By entering into this Amendment, the Parties intend to resolve an issue identified by the Court’s May 23, 2024 Minute Order.

### 2. AMENDMENT

- 2.1 Amend Section 1.26 by adding the language denoted below in underline and striking the language denoted below in strikethrough

1.26. “Released Parties” means: Defendants and their former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, ~~consultants~~, partners, shareholders, ~~joint venturers~~, agents, predecessors, successors, and/or assigns, ~~accountants, insurers, reinsurers, and/or legal representatives~~.

All other terms of the Agreement are unchanged unless expressly modified herein.

**SO AGREED AND STIPULATED.**

**PLAINTIFF:**

Dated: LV

**LOURDES VASQUEZ**



Lourdes Vasquez  
Plaintiff

**DEFENDANT:**

Dated: Jul 10, 2025

**KRC SANTA MARGARITA, LLC AND**



By: John Hanna

Title: CFO

**DEFENDANT:**

Dated: Jul 10, 2025

**KISCO SENIOR LIVING, LLC**

David Hope  
David Hope (Jul 10, 2025 09:25 PDT)

By: David Hope

Title: SVP, HR

**APPROVED AS TO FORM BY COUNSEL**

**PAGA COUNSEL:**

Dated: July 10, 2025

**JACKSON APC**

Armond M. Jackson

Armond M. Jackson  
Attorneys for Plaintiff

**DEFENSE COUNSEL:**

Dated: July 10, 2025

**FISHER PHILLIPS LLP**

Bret Martin

Bret Martin  
Attorneys for Defendants

# **EXHIBIT 3**

# Frank Feder

Mediators

Tuesday, June 13, 2023

Armond Jackson, Esq.  
Jackson Law, P.C.  
2 Venture Plaza, Suite 240  
Irvine, CA 92618

**RE:** Vasquez, et al. v. KRC Santa Margarita, et al.  
**Our File Number:** 4027 - 4098  
**Your Client:** Vasquez, et al.

## INVOICE

**Mediation Services Scheduled for:**

|                           |         |
|---------------------------|---------|
| Tuesday, January 30, 2024 | \$8,000 |
| (Total Fee: \$16,000)     |         |

**PAYMENT IS DUE ON OR BEFORE Tuesday, December 19, 2023.**

The mediation will not go forward until full payment is received from each party.

Please make the check payable directly to Marc Feder, Mediated Negotiations, Inc. whose Federal Tax Identification Number is 81-0597890.

**Upon reserving a date the parties agree that they have read and are bound by the cancellation policy.**

Please put the file name, number and the party on whose behalf you are paying and send to:

Marc Feder  
c/o Frank & Feder  
2173 Salk Avenue, Suite 250  
Carlsbad, CA 92008

# **EXHIBIT 4**

[DATE]

Prepared by California Center for  
Translation & Interpretation  
www.cacfti.com  
Certified Translation  
Doc# 213C Date: 7/10/25

NOTICE RE COURT APPROVED PAGA SETTLEMENT AND YOUR PAGA  
SETTLEMENT PAYMENT

Re: Lourdes Vasquez v. KRC Santa Margarita, LLC, et al.  
Orange County Superior Court, Case No: 30-2021-01238849



Dear [Name]:

You are receiving this letter as a result of Plaintiff Lourdes Vasquez filing a Complaint on December 30, 2021. Plaintiff Ms. Vasquez amended her complaint on May 4, 2022. Plaintiff Ms. Vasquez alleged her and other similarly situated non-exempt employees in the state of California were required to work through their meal and rest breaks (Cal. Lab Code § 512, 226.7, 1198 & Wage Order 5-2001), were not provided with accurate wage statements (Cal. Lab Code §§ 226(a), 226.3, 1198), nor paid premium wages upon termination (Cal. Lab. Code §§ 201, 202, 203), were not paid all minimum and overtime wages (Cal. Lab. Code §§ 510 and 1194), and were not reimbursed for necessary business expenses (Cal. Lab. Code § 2802). Plaintiff's wage and hour claims were brought on a representative basis under the Private Attorney general Act ("PAGA") pursuant to Cal. Lab. Code § 2699 et seq. PAGA is a claim for civil penalties based on the alleged violations by KRC Santa Margarita, LLC ("Defendant") based on the California Labor Code.

Defendant contends the claims in the lawsuit had no merit. Plaintiff Ms. Vasquez contends that the claims did have merit. Ultimately, the Parties reached a good-faith settlement of the disputed claims with no admission of wrongdoing by either side. The Court has since approved the parties' PAGA settlement.

In connection with the Court-approved PAGA settlement between Plaintiff Ms. Vasquez as a proxy for the State of California and Defendant, the enclosed check in the amount of \$\_\_\_\_\_ is your share of the PAGA settlement.

The enclosed PAGA settlement check for \$\_\_\_\_\_ represents penalties and will be reported to you, the payee, on an IRS Form 1099. The PAGA settlement check is valid for 180 days from the date on the check. Funds attributable to any uncashed check will escheat to the State of California Controller's Office to be held in the name of the payee.

You are receiving a payment as an Aggrieved employee who was employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee. The PAGA Settlement Amount is Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00). One Hundred and Twenty-Three Thousand, Seven Hundred and Thirty Dollars and Ninety-Nine Cents (\$123,730.99) is the net

amount that will be distributed as provided under PAGA. Seventy-Five percent, amounting to Ninety-Two Thousand, Seven Hundred and Ninety-Eight Dollars and Twenty-Four Cents (\$92,798.24), shall be paid by the Settlement Administrator directly to the LWDA. The remaining Thirty Thousand, Nine Hundred and Thirty-Two Dollars and Seventy-Five Cents (\$30,932.75) shall be distributed to PAGA Group Members as their PAGA Payment. The "PAGA Period" is the period of time from August 20, 2020 through April 11, 2024. PAGA Payments shall be paid by the Settlement Administrator from the Gross Settlement Amount. PAGA Payments will be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Dividing the amount of the Aggrieved Employees' 25% share of PAGA penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

You cannot opt out of the settlement and, even if you do not cash your check, you will be bound by the release. The release covers all claims for PAGA penalties that were alleged, or reasonably could have been alleged, including civil penalties for claims arising under meal and rest breaks (Cal. Lab Code § 512, 226.7, 1198 & Wage Order 5-2001), inaccurate wage statements (Cal. Lab Code § 226(a), 226.3, 1198), premium wages upon termination (Cal. Lab. Code §§ 201, 202, 203), unreimbursed business expenses (Cal. Lab. Code §2802), and minimum and overtime wages (Cal. Lab. Code §§ 510 and 1194) during the PAGA Period.

If you have any questions concerning this PAGA settlement, please contact the Settlement Administrator, Pheonix Settlement Administrators, at \_\_\_\_\_. PLEASE DO NOT CONTACT THE COURT.



[FECHA]

NOTIFICACIÓN EN REFERENCIA AL ACUERDO PAGA APROBADO POR EL TRIBUNAL Y DE SU PAGO POR EL ACUERDO PAGA

Re: Lourdes Vasquez v. KRC Santa Margarita, LLC, et al.  
Tribunal Superior del Condado Orange, Causa Número: 30-2021-01238849

Estimado(a) [Nombre]:

Usted está recibiendo esta carta como resultado de la Demanda presentada por la Demandante Lourdes Vasquez el 30 de diciembre de 2021. La demandante Sta. Vasquez emendó su demanda el 4 de mayo de 2022. La demandante Sta. Vasquez alegó que a ella y a otros empleados quienes reciben paga por hora y que son otros miembros del público en general en situación similar en el estado de California se les requirió trabajar durante sus descansos para almuerzo y descanso (Código Laboral de Cal. § 512, 226.7, 1198 y Orden de Nómina 5-2001), no se les proporcionaron talonarios de nómina correctos (Código laboral de Cal. §§ 226(a), 226.3, 1198), ni se les pagó remuneración adicional cuando los despidieron (Código Laboral de Cal. §§ 201, 202, 203), no se les pagaron todas las nóminas mínimas y nóminas extraordinarias por horas extra (Código Laboral de Cal. §§ 510 y 1194), y no se les reembolsó por gastos comerciales necesarios (Código Laboral de Cal. § 2802). Los reclamos de sueldo y horas laborables del Demandante se presentaron en base representativa según la Ley de Abogados Generales Privados ("PAGA") en conformidad con el Código Laboral de Cal. § 2699 et seq. PAGA es un reclamo por sanciones civiles basadas en alegaciones de incumplimientos laborables por KRC Santa Margarita, LLC ("Demandando") según el Código Laboral de California.

El Demandado afirma que los reclamos presentados en la demanda no tienen mérito. La Demandante Sta. Vasquez afirma que los reclamos tienen mérito. Finalmente, las Partes llegaron a un acuerdo de buena fe por los reclamos en disputa sin admisión de ofensa por ninguna de las partes. Desde entonces el Tribunal ha aprobado el acuerdo Paga para las partes.

En referencia al acuerdo PAGA aprobado por el Tribunal y establecido entre la Demandante Sta. Vasquez como proxy por parte del Estado de California y el Demandado, el cheque incluido por la cantidad de \$\_\_\_\_\_ es su porción del acuerdo PAGA.

El cheque del acuerdo PAGA Incluido por la cantidad de \$\_\_\_\_\_ representa sanciones y se reportará a usted, el receptor del pago, con el Formulario 1099 del IRS. El cheque del acuerdo PAGA es vigente durante 180 días a partir de la fecha en el cheque. Los fondos

atribuidos a cualquier cheque no cobrado se revertirán a la Oficina del Controlador del Estado de California y se pueden recobrar en su nombre del receptor del pago.

Usted está recibiendo un pago como un empleado Agraviado quien fue empleado por el Demandado en el Estado de California en cualquier momento durante el Periodo PAGA como empleado de paga por hora. La cantidad del Acuerdo PAGA es de Doscientos cinco mil dólares y cero centavos (\$205.000,00). La cantidad neta que se distribuirá según lo estipulado por PAGA es de Ciento veintitrés mil, setecientos treinta dólares y noventa y nueve centavos (\$123.730,99). El Administrador del Acuerdo deberá pagar directamente al LWDA el setenta y cinco por ciento de ésta cantidad, que constituye Noventa y dos mil, setecientos noventa y ocho dólares con veinticuatro centavos (\$92.798,24) directamente al LWDA. La cantidad restante de treinta mil novecientos treinta y dos dólares con setenta y cinco centavos (\$30.932,75) se deberá distribuir a los Miembros del Grupo PAGA como su Pago PAGA. El "Periodo PAGA" es el plazo de tiempo comprendido desde el 20 de agosto de 2020 hasta el 11 de abril de 2024. El Administrador del Acuerdo debe pagar los Pagos PAGA de la Cantidad Bruta del Acuerdo. Los Pagos PAGA se desembolsarán como sanción no salarial sin estar sujeta a retención tributaria sobre la nómina. El Administrador del Acuerdo deberá emitir una Forma 1099 del IRS a cada Miembro del Grupo PAGA por su Pago PAGA. Cada Pago PAGA para Miembros del Grupo PAGA se deberá calcular únicamente por el Administrador de Acuerdos en conformidad con la fórmula a continuación: Dividiendo la cantidad equivalente al 25% de la porción de sanciones PAGA del Empleado Agraviado por la cantidad total de Periodos de Pago dentro del Periodo PAGA que fueron trabajados por todos los Empleados Agraviados durante el Periodo PAGA y (b) multiplicando el resultado por cada Periodo de Pago dentro del Periodo PAGA del Empleado Agraviado. Los Empleados Agraviados asumen responsabilidad completa y obligación de cualquier cantidad de impuestos adeudados por su Pago PAGA Individual.

Usted no puede excluirse voluntariamente del acuerdo y, aun si usted no canjea su cheque, usted estará legalmente obligado al finiquito. El finiquito cubre todos los reclamos para sanciones de PAGA que se alegaron, o que se pudieran haber alegado razonablemente, incluyendo sanciones civiles por reclamos que surjan según los descansos de almuerzo y descanso (Código Laboral de Cal. § 512, 226.7, 1198 y Orden de Nómina 5-2001), talonarios de nómina incorrectos (Código Laboral de Cal. § 226(a), 226.3, 1198), remuneración adicional cuando se despiden (Código Laboral del Cal. §§ 201, 202, 203), falta de reembolso de gastos comerciales (Código Laboral de Cal. §2802), y nóminas mínimas y nóminas extraordinarias (Código Laboral de Cal. §§ 510 y 1194) durante el Periodo PAGA.

Si usted tiene alguna pregunta concerniente a este acuerdo PAGA, favor de comunicarse con el Administrador de Acuerdos, Pheonix Settlement Administrators, al \_\_\_\_\_.  
FAVOR DE NO COMUNICARSE CON EL TRIBUNAL.



# CALIFORNIA CENTER FOR TRANSLATION AND INTERPRETATION

## CERTIFICATION OF TRANSLATION

This is to certify that California Center for Translation & Interpretation is an official agency providing translation and interpretation services. We have hired a professional translator to translate the attached document from English to Spanish. The translator is fluent in both English and Spanish languages and is fully competent to translate from English to Spanish. The attached document is a true, accurate, and complete translation of the original English document to the best of the translator's knowledge and ability. The translation of the 2-page source document is on 2 pages.

Executed at

County: Los Angeles

State: California

Romina Vosoughi

\_\_\_\_\_  
Typed Name of Translator/Representative

Date: July 10, 2025

*Romina Vosoughi*

\_\_\_\_\_  
Signature

Prepared by California Center for  
Translation & Interpretation  
[www.cacfti.com](http://www.cacfti.com)  
Certified Translation  
Doc# 213C Date: 7/10/25

**VOID IF ALTERED IN ANY WAY**



\_\_\_\_\_  
California Center for Translation & Interpretation  
[www.cacfti.com](http://www.cacfti.com)

Telephone: (310) 584-7481

Email: [info@cacfti.com](mailto:info@cacfti.com)

10940 Wilshire Blvd Suite #1600 Los Angeles, CA 90024

## CERTIFICATION OF TRANSLATION

---

I, Laura Reinisch, do hereby certify that I am a professional translator of the Spanish language, and I am fully competent to translate from English to Spanish. I am a member of American Translators Association (ATA). I have translated the attached document “NOTICE RE COURT APPROVED PAGA SETTLEMENT AND YOUR PAGA SETTLEMENT PAYMENT” from English to Spanish. The translation of the 2-page source document is also on 2 pages.

I declare under penalty of perjury of the laws of the State of California that the foregoing is a true, correct, and complete translation of the attached document to the best of my ability and knowledge.

Executed at            County: Orange    State: Florida

Date: July 10, 2025

Laura Reinisch

---

Typed Name of Translator



---

Translator's Signature

American Translators Association (ATA) Member Number #272431

# **EXHIBIT 5**

Armond M. Jackson, SBN 281547  
ajackson@jacksonape.com  
Andrea Fernandez Jackson SBN 295924  
afernandez@jacksonape.com  
Jackson APC  
2 Venture Plaza, Ste. 400  
Irvine, CA 92618  
Phone (949) 281-6857  
Fax (949) 777-6218  
Attorneys for Plaintiff Lourdes Vasquez

SUPERIOR COURT OF STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE-CIVIL COMPLEX CENTER

LOURDES VASQUEZ, as an individual and  
on behalf of other similarly situated  
employees,

Plaintiff,

vs.

KRC SANTA MARGARITA, LLC., a  
California corporation, KISCO SENIOR  
LIVING, LLC, a California corporation, and  
DOES 1-50, inclusive,

Defendants.

CASE NO: 30-2021-01238849-CU-OE-  
CXC

Assigned For All Purposes To:  
Hon. Melissa McCormick  
Dept. CX104

**[PROPOSED] ORDER APPROVING  
PLAINTIFF'S MOTION FOR ORDER  
APPROVING SETTLEMENT UNDER  
CALIFORNIA LABOR CODE SECTION  
2699 ET SEQ. AND JUDGMENT  
THEREON**

**Hearing Date:** March 27, 2025  
**Hearing Time:** 2:00 p.m.  
**Department:** CX104

Case filed: December 30, 2021  
Trial date: TBD

**[PROPOSED] ORDER APPROVING PLAINTIFF'S MOTION FOR ORDER  
APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699  
ET SEQ. AND JUDGMENT THEREON**

**TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

**HAVING CONSIDERED THE PLAINTIFF'S UNOPPOSED MOTION FOR ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ. ("MOTION"), AND GOOD CAUSE APPEARING, the Court finds as follows:**

1. The Court has approved the settlement as fair, reasonable and adequate. The Plaintiff's Unopposed Motion re Approval of Settlement of PAGA Claims is GRANTED and the settlement approved.

2. The Court approves the following distributions:

- i. Attorney's fees in the amount of ~~\$68,326.50~~\$61,500;
- ii. Litigation costs in the amount of \$9,769.01;
- iii. Administration costs in the amount of ~~\$10,000~~\$4,950; and
- iv. Taking the above distributions into account, from the Gross Settlement Amount of \$205,000, ~~\$116,904.49~~\$128,780.99 remains to be distributed as provided under PAGA. This amount shall be allocated 75% to the LWDA and 25% to the aggrieved employees.

3. The administrator is to file a declaration no later than 16 court days before the final accounting hearing date to confirm that the distribution of funds to aggrieved employees is complete.

4. The PAGA Settlement Agreement is attached hereto as Exhibit 1. The Amendment to PAGA Settlement Agreement is attached hereto as Exhibit 2. The Notice Re Court Approved PAGA Settlement is attached hereto as Exhibit 3.

5. The Settlement Administrator is Phoenix Settlement Administrators.

6. The Court will retain jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

**[PROPOSED] ORDER APPROVING PLAINTIFF'S MOTION FOR ORDER APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ. AND JUDGMENT THEREON**

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1        7. Phoenix Settlement Administrators shall post this Order and Judgment on its  
2 dedicated website for this action.

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3        8. The Final Accounting hearing shall occur on May 21, 2026 at 9:00 a.m. Plaintiff's  
4 counsel shall submit a final administrator's report at least 9 court days before the hearing,  
5 addressing the status of the settlement administration, including the actual amounts paid to the  
6 aggrieved employees and the other amounts distributed under the settlement, including any  
7 uncashed checks.

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8        **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,** that this Court Approval  
9 Order and Judgment shall be entered for the Plaintiff and Defendant incorporating the terms and  
10 conditions as set forth in the Court's Order issued on \_\_\_\_\_.

11 **IT IS SO ORDERED.**

12 DATED: \_\_\_\_\_  
13

14 \_\_\_\_\_  
15 Honorable Melissa McCormick  
16 Orange County Superior Court Judge  
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28 **[PROPOSED] ORDER APPROVING PLAINTIFF'S MOTION FOR ORDER  
APPROVING SETTLEMENT UNDER CALIFORNIA LABOR CODE SECTION 2699  
ET SEQ. AND JUDGMENT THEREON**