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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JULIO C. ROVIRA, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

vs.

SILVERADO SENIOR LIVING
MANAGEMENT, INC., a Delaware
Corporation, and DOES 1-50, inclusive,

Defendants.

Case No.: 30-2020-01136565-CU-OE-CXC

**DECLARATION OF CASSANDRA
POLITES OF ILYM GROUP, INC., IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

1 I, Cassandra Polites declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned matter. I
6 am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
7 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently
8 to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Class Action Settlement* (referred to as “Notice Packet”); (b) receiving and processing
18 requests for exclusion; (c) resolving Settlement Class Members’ disputes over the number of
19 workweeks Defendants have record of them working during the Class Period, which was pre-
20 printed on their individualized Class Notice; (d) calculating individual settlement award amounts;
21 (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by
22 the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax
23 forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement;
24 and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group
25 to perform.

26 4. On November 22, 2022, ILYM Group received the class data file from Counsel for
27 Defendant, which contained the name, social security number, last known mailing address, and the
28 dates of employment for each Class Member. The data file was uploaded to our database and

1 checked for duplicates and other possible discrepancies. The Class List contained 662 individuals
2 who worked 77,306 work weeks.

3 5. As part of the preparation for mailing, all 662 names and addresses contained in the
4 Class List were processed against the National Change of Address (“NCOA”) database,
5 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
6 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
7 contains requested change of addresses filed with the USPS. To the extent that an updated address
8 was found in the NCOA database, the updated address was used for the mailing of the Notice
9 Packet. To the extent that no updated address was found in the NCOA database, the original
10 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

11 6. On December 2, 2022, the Notice Packet was mailed, via U.S First Class Mail, to
12 all 662 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
13 copy of the mailed Notice Packet.

14 7. As of the date of this declaration, 94 Notice Packets have been returned to our office.
15 Of the 94 returned Notice Packets, 8 included a returned with a forwarding address. ILYM Group
16 performed a computerized skip trace on the 86 returned Notice Packets that did not have a
17 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice
18 Packet. As a result of ILYM Group’s skip tracing efforts, 27 updated addresses were obtained and
19 the Notice Packet was promptly re-mailed to those Settlement Class Members, via U.S First Class
20 Mail.

21 8. As of the date of this declaration, a total of 67 Notice Packets have been deemed
22 undeliverable. Specifically, 67 have been deemed undeliverable as no updated address was found
23 notwithstanding the skip tracing.

24 9. As of the date of this declaration, ILYM Group has received one valid request for
25 exclusion from the Settlement. The deadline to request exclusion from the Settlement was January
26 31, 2023.

27 10. As of the date of this declaration, ILYM Group has not received any objections to
28 the Settlement. The deadline to file an objection to the Settlement was January 31, 2023.

1 11. The Net Settlement Fund available to Settlement Class Members is estimated to be
2 \$396,610.32 and was calculated by subtracting the requested attorneys' fees (\$250,000.00), the
3 amount allocated for litigation costs and expenses (\$25,000.00), the requested Enhancement
4 Payment (\$12,500.00), the requested Settlement Administration Costs (\$15,889.68), the LWDA
5 Payment (\$37,500.00) and the PAGA Payment (\$12,500.00) from the Gross Settlement Amount
6 (\$750,000.00).

7 12. As of this date, there are 661 Class Members who did not submit timely and valid
8 Request for Exclusion and are therefore deemed to be Settlement Class Members. The Individual
9 Settlement Award is allocated on a *pro rata* basis using their Payment Ratio.

10 13. The *highest* Individual Settlement Share to a Settlement Class Member is currently
11 estimated to be approximately \$1,070.01, the *average* Individual Settlement Share is currently
12 estimated to be approximately \$599.11. These amounts are subject to employee-side tax and
13 withholdings.

14 14. Pursuant to the Agreement, 25% of the PAGA Payment (\$12,500.00) will be
15 allocated to Aggrieved Employees regardless of whether he or she opts out of the Class Settlement
16 ("Employee PAGA Amount"); Aggrieved Employees cannot opt out of the PAGA Settlement. The
17 Employee PAGA Amount is allocated on a *pro rata* basis using their PAGA work weeks.

18 15. The *highest* Individual PAGA Share to an Aggrieved Employee is currently
19 estimated to be approximately \$49.07, the *average* Individual PAGA Share is currently estimated
20 to be approximately \$46.99.

21 16. ILYM Group's total fees and costs for services in connection with the administration
22 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
23 costs for completion of the settlement administration, are \$15,889.68. ILYM Group's work in
24 connection with this matter will continue with the calculation of the settlement award payments,
25 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
26 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
27 Group to perform.

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I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 31st day of January 2023, at Tustin, California.

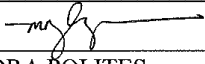

CASSANDRA POLITES

EXHIBIT “A”

Superior Court of California, County of Orange
Rovira v. Silverado Senior Living Management, Inc.
Case No. 30-2020-01136565-CU-OE-CXC

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All persons employed by Silverado Senior Living Management, Inc. as hourly paid or non-exempt employees within the State of California at any time from September 20, 2017 to September 13, 2021, and that did not execute an arbitration agreement related to their work for Silverado. ("the Class" or "Class Members").

If you are a Class Member, as described above, you are eligible for a payment from a Class Action Settlement described in this Notice without doing anything.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Settlement Payment, you do not need to do anything. Your payment will be automatically mailed to you after the Court grants final approval to the settlement. [You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]
CHANGE CONTACT AND ADDRESS INFORMATION	Update your personal information with the Administrator to ensure your settlement payment check is sent to the correct address.
EXCLUDE YOURSELF	You may exclude yourself, to opt out, if you do not want to participate in the settlement. If you exclude yourself, you will not receive any payment under the settlement. This is the only option that allows you to pursue your own claims (in your own separate lawsuit) against Silverado Senior Living Management, Inc. about the legal claims in this case.
OBJECT	Write to the Court if you think the settlement is not fair or appear at the final approval hearing.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **SILVERADO SENIOR LIVING MANAGEMENT, INC. SUPPORTS THE SETTLEMENT AND WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO REMAINS IN THE CLASS AND RECEIVES HIS / HER SETTLEMENT PAYMENT.**

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BASIC INFORMATION

1. Why did I get this notice packet?

You received this notice because Silverado Senior Living Management, Inc.'s ("Silverado") records identify you as someone who was employed by Silverado Senior Living Management, Inc. as hourly paid or non-exempt employees within the State of California between September 20, 2017 to September 13, 2021, and who did not execute an arbitration agreement related to your work for Silverado.

The purpose of this notice is to explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California, County of Orange, and the case is known as *Rovira v. Silverado Senior Living Management, Inc.* Case No. 30-2020-01136565-CU-OE-CXC ("Action" or "Lawsuit").

2. What is this lawsuit about?

The Lawsuit, originally filed on March 5, 2020, claimed that Silverado failed to comply with California wage and hour laws in that it failed to pay all owed wages, failed to provide meal and rest periods, failed to reimburse expenses, and failed to timely pay wages upon separation of employment. In bringing their claims against Silverado, the Class Representatives sought to obtain unpaid wages, premiums, damages, and alleged civil penalties on behalf of other individuals Silverado employed.

Silverado denies all allegations of the Lawsuit and contends that it has complied with the California Labor Code and all other applicable California laws. The settlement is not an admission of any wrongdoing by Silverado or an indication that any law was violated.

Although Silverado denies the allegations made in the Action, and denies a class can be certified, it has chosen to resolve the matter based upon the terms and conditions set forth in the settlement agreement now before the Court for approval. The settlement agreement provides for the conditional certification, for settlement purposes only, of those employed who were employed by Silverado in California as non-exempt employees between September 20, 2017 to September 13, 2021, and who did not execute an arbitration agreement related to their work for Silverado.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Julio Rovira, Lorena Renteria and Virgilio Santos) sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a "Class." Each person covered by the class definition is a "Class Member." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs Julio Rovira, Lorena Renteria and Virgilio Santos, or Defendant Silverado Senior Living Management, Inc. There was no trial. Instead, both sides agreed to a no-fault settlement of the Lawsuit (“Settlement”). That way, they avoid the cost of a trial, and the people affected will get compensation from the Settlement. Mr. Rovira, Ms. Renteria, and Mr. Santos who were appointed as the Class Representatives, and the attorneys agree that the Settlement is in the best interest of all Class Members.

5. Who are the Parties in this Lawsuit?

Julio Rovira, Lorena Renteria and Virgilio Santos are the Plaintiffs and appointed representatives for the Class who was employed by for Silverado.

Silverado Senior Living Management, Inc. is the Defendant.

6. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
James@Jameshawkinsaplc.com
Christina@Jameshawkinsaplc.com

Counsel for Defendant Silverado

Lewis Brisbois Bisgaard & Smith LLP
Jeffrey S. Ranen
Joshua D. Carlon
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

If you have questions regarding this Settlement, you should contact Class Counsel or the Settlement Administrator. Do NOT contact Attorneys for Silverado or its managers or supervisors, etc.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum payment of \$750,000 to fully and finally resolve all claims in the Action (referred to as the “Gross Settlement Sum”). Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the Class Settlement Sum (\$250,000); litigation costs of up to \$25,000; a class representative service payment of \$7,500 to Mr. Rovira, and \$2,500 each to Ms. Renteria and Mr. Santos for their work and efforts prosecuting this case, for undertaking the risks of payment of fees and costs (in the event of an unsuccessful outcome of this Lawsuit); claims administration expenses estimated at \$16,400, and a payment in the sum of \$50,000 to cover the claims under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”) to cover all applicable civil penalties implicated or raised by the allegations of the Lawsuit. The exact amount of the attorneys’ fees, litigation costs, class representatives’ service payment, and claims administration expenses will be determined by the Court at a Final Approval hearing.

The remaining portion of the settlement, the “Class Member Payout Fund (“Payout Fund” or the “NSF”) is estimated to be \$396,100. The NSF will be apportioned and paid out entirely, automatically, to all Class Members who do not request to be excluded (or opt out) of the class action settlement. Any portion of the Payout Fund that would have been attributed to Class Members who timely opt out of the settlement will be paid to the Class Members who participate in the settlement. In other words, the entire amount of the Payout Fund will be sent for payment to Participating Settlement Class Members. No portion of the Payout Fund will revert to Silverado.

Again, the portion of the Gross Settlement Sum which is allocated to the compromise and release of Plaintiffs' claims for PAGA Penalties is Fifty Thousand Dollars (\$50,000.00). Of this \$50,000.00, 75%, or \$27,500.00, will be paid to the Labor and Workforce Development Agency ("LWDA"), and the remaining 25%, or \$12,500.00, will be distributed to the PAGA Employees (the "Individual PAGA Settlement Payment").

8. How will the Settlement Payments be calculated?

Individual Class Settlement Shares to Class Members: Class Members who do not opt out of the settlement will receive their share of the Payout Fund ("Class Period"). Here's how it works – the Payout Fund will be entirely distributed to all Participating Settlement Class Members (those who do not opt out of the settlement). The amount allocated to each individual Class Member will be based on the following: for each Participating Class Member, the Participating Class Member's Individual Class Workweeks will be divided by the total number of Participating Class Member Workweeks. The resulting number will then be multiplied by the Payout Fund.

Individual PAGA Settlement Payments to PAGA Employees: For each PAGA Employee, the PAGA Employee's Individual PAGA Workweeks will be divided by the total number of PAGA Employees' Workweeks. The resulting number will then be multiplied by \$12,500 (25% of the \$50,000 to be paid in settlement of the PAGA claims in the Litigation).

One day worked in a given week will be credited as a week for purposes of these calculations. Therefore, the value of each Class Member's and/or PAGA Employee's Settlement payment ties directly to the amount of weeks that he or she worked.

What Is My Settlement Payment?

Although your exact share of the Payout Fund as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$«Class_Estimated_Award» less taxes. This is based on the Class List which shows you worked «Class_Workweeks» workweeks during the Class Period.

If you are also a PAGA Employee, you will receive a share of \$12,500.00 (25% of the \$50,000.00 to be paid in settlement of the PAGA claims in the Litigation). Based upon the calculation above, your approximate share is as follows: \$«PAGA_Estimated_Award» This is based on the Class List which shows you worked «PAGA_Workweeks_» workweeks during the PAGA Period of September 22, 2020 through September 13, 2021.

If you disagree with the number of Workweeks, you must submit a written dispute along with documentation that supports your belief that you should be credited with a different number of Workweeks. The dispute must be submitted to the Settlement Administrator by mail, postmarked on or before the Response Deadline. The dispute must contain the case name and number of the Action (Julio C. Rovira v. Silverado Senior Living Management, Inc., Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC), as well as your name, address, telephone number, last four (4) digits of your Social Security number, and signature. The dispute must also contain a clear statement indicating that you dispute the number of Workweeks credited above. The Settlement Administrator will review the Workweeks dispute and supporting documentation and make a determination based upon the submitted documentation as to the validity of your claim. If the Settlement Administrator needs further information from Silverado concerning your claim, the Settlement Administrator will notify Silverado and Class Counsel and request the needed information. Silverado records will be presumed determinative if there is a dispute over the dates of employment that you worked as a non-exempt or hourly-paid employee in California, unless you have submitted valid and compelling documentation to support your claim to a different number of Workweeks than the numbers shown above. The Settlement Administrator will resolve all disputes by applying the above standard, and the decision of the Settlement Administrator on any such disputes will be final.

HOW TO GET A PAYMENT

9. How can I get my Settlement Payment?

If you do nothing, you will automatically receive your Settlement Payment after the Court approves the Settlement at a final fairness/final approval hearing. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your Settlement Payment will be mailed to the last known address it has on file for you.**

10. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, your share of the Settlement will be paid approximately 60 days after the Court grants final approval of the Settlement. **Your share of the Settlement will be mailed by the Administrator to the address it has on file**

for you—the address to which this Notice was sent. Again, if this address is not accurate, or if you move after you receive this Notice, you should notify the Settlement Administrator in writing or by calling the Settlement Administrator at (888) 250-6810.

Class Members receiving a Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

11. What am I giving up to get a payment?

Unless you exclude yourself, you are staying in the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against Silverado about the legal issues in this case. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims: After the Court has approved the Settlement, each Settlement Class member who has not submitted a timely and valid request to opt out of the Settlement will be bound by the approval and judgment and thereby release Silverado from the claims asserted in the Action (including claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and/or associated premiums, failure to provide compliant rest periods and/or associated premiums, failure to pay wages timely at termination, failure to reimburse for business expenses, unfair competition, and violations of California Labor Code §§ 201, 202, 203, 204, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, , 2802 the applicable Wage Order of the Industrial Wage Commission, and California Business & Professions Code §§ 17200 to 17208) or any other benefit claimed on account of the allegations asserted in the Action. The Stipulation of Settlement will release all claims of Class Members who do not timely Opt Out of the Settlement within the scope of the Action arising between September 17, 2017 to September 13, 2021 (the “**Released Claims**”).

The **Released Claims** do not extend to any claims not alleged in the Action (including without limitation for PAGA penalties for violations not specified in the Operative Complaint) and specifically excludes claims for workers’ compensation, personal injuries, unemployment insurance, state disability compensation, claims under the Employment Retirement Income Security Act of 1974, previously vested benefits under any Employer-sponsored benefits plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to those arising under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment.

If you are a PAGA Employee, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement.

The **Released PAGA Claims** are: all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against Silverado for civil penalties pursuant to PAGA, that accrued during the PAGA Period, and as a result of PAGA Employees’ employment by Silverado in California, that was or could have been pled based on the facts alleged in the Operative Complaint and the Plaintiff’s notice to the LWDA, including claims off failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, and failure to reimburse necessary business expenses.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the settlement?

If you wish to pursue your own separate lawsuit against Silverado for the claims asserted in the Lawsuit, or if you otherwise wish not to participate in the settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the Settlement). To opt out and exclude yourself from the case, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. You may use the form enclosed with this notice or write a separate letter. The letter must state in substance:

“I wish to opt out of the class action lawsuit and settlement entitled Rovira v. Silverado Senior Living Management, Inc., Case No. 30-2020-01136565-CU-OE-CXC filed in the Superior Court of California, County of Orange. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice.”

The opt out request letter must include the case name, case number, your full name, current address, and last four digits of your social security number, and must be postmarked and mailed to the Settlement Administrator at the following address on or before January 31, 2023 opt out requests postmarked after this date may be disregarded.

Rovira et al. v. Silverado Senior Living Management, Inc.,
Class Action Settlement Administrator
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

The proposed settlement includes the settlement of claims for civil penalties under the PAGA. You may not request to be excluded from the settlement of a PAGA claim. Thus, if the court approves of the settlement, even if you request exclusion from the settlement, if you worked during the PAGA Period of September 22, 2020 through September 13, 2021, you will receive an Individual PAGA Settlement Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

13. If I don't exclude myself, can I sue Silverado for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Silverado for the claims that this settlement resolves. ***If you have a pending lawsuit speak to your lawyer in that case immediately.*** You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is January 31, 2023. You are encouraged to consult counsel of your choice, and at your expense, about any applicable statutes of limitations.

14. If I exclude myself, can I get money from this settlement?

If you exclude yourself, you will not receive any portion of the Payout Fund. The Settlement Payment that you would have been entitled to will remain in the Payout Fund for re-distribution to Participating Class Members. No portion of the Settlement monies will go back to Silverado as a result of a request to be excluded.

However, the proposed settlement includes the settlement of claims for civil penalties under the PAGA. You may not request to be excluded from the settlement of a PAGA claim. Thus, if the court approves of the settlement, even if you request exclusion from the settlement, if you worked during the PAGA Period of September 22, 2020 through September 13, 2021, you will receive an Individual PAGA Settlement Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining class claims.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I don't like the settlement?

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court that you don't agree with the settlement or some part of it. The Court will consider your views. To object, you must send a letter saying that you object to the *Rovira v. Silverado Senior Living Management, Inc.*, Case 30-2020-01136565-CU-OE-CXC proposed settlement. Be sure to include your name, address, your signature, and the specific reasons you object to the terms of the settlement. Mail the objection to the address listed below postmarked on or before January 31, 2023. You may also appear and object at the Final Approval hearing, without first filing a written objection.

Rovira et al. v. Silverado Senior Living Management, Inc.,
Class Action Settlement Administrator
ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

16. What's the difference between objecting and opting out of the case?

Objecting is simply telling the Court that you don't like something about the settlement. You may object only if you stay in the Class. Opting out of the case is telling the Court that you don't want to be part of the Class. If you opt out of the case, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval to the Settlement.

THE COURT'S FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval hearing in Department CX101 of the Superior Court of California, County of Orange located at 751 W Santa Ana Blvd, Santa Ana, CA 92701 on February 24, 2023 at 1:30 p.m. At this hearing the Court will determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representatives' service payments, and the Settlement Administrator's fees and expenses. The Court may reschedule the Final Approval hearing without further notice to Class Members. However, any Class Member who has submitted an objection will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval hearing. You cannot speak at the hearing if you timely excluded yourself from the Settlement as you are no longer a member of the Class, as the Settlement the does not affect you.

GETTING MORE INFORMATION

20. Who may I contact if I have questions about the settlement?

This Notice is only a summary of the class action lawsuit and proposed class action settlement. For more information, you may inspect the Court files and the settlement agreement at the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, during regular Court hours. You may also contact Class Counsel James Hawkins APLC at (949) 387-7200, if you need more information or have questions. You may also contact the court-appointed Settlement Administrator by calling toll free (888) 250-6810 or you can write to Rovira v. Silverado Senior Living Management, Inc. Class Action Settlement Administrator, at the address shown in Paragraph 17.

You can also visit the Court's website at <https://civilwebshopping.occourts.org/Login.do>. Click the "Accept Terms" button at the bottom of the screen, then enter the case number 01136565 and year filed 2020 into the prompts.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, SILVERADO MANAGERS, SUPERVISORS, OR ATTORNEYS FOR INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

A. **Silverado Senior Living Management, Inc. supports the Settlement** and will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives his or her Settlement Payment or requests to opt out of the case and settlement.

B. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent.

C. **Settlement Payment checks must be cashed soon after receipt.** If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If you do not cash your check within 180 days of the mailing of the check, such funds shall be submitted to Taller San Jose Hope Builders, a 26 U.S. Code section 501(c)(3) non-profit organization that serves indigent and at-risk youth by providing job training around Southern California.

Rovira et. al v. Silverado Senior Living Management, Inc.

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYMID»

«First_Name» «Last_Name»

«Address_1».

«City», «State» «Zip»