

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

Attorneys for Plaintiff JULIO C. ROVIRA, LORENA RENTERIA, and VIRGILIO SANTOS
on behalf of themselves and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JULIO C. ROVIRA, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

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

Defendants.

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

CLASS ACTION

Assigned for All Purposes to:

Hon. Lon F. Hurwitz

Dept.: CX-103

**DECLARATION OF JAMES R. HAWKINS
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION, PAGA SETTLEMENT, AND
MOTION FOR FEES AND COSTS**

Date: February 24, 2023

Time: 1:30 p.m.

Dept. CX-103

[Filed Concurrently with Memorandum of
Points and Authorities; Notice of Motion and
Motion for Final Approval; and Proposed
Order]

1 I, James R. Hawkins, declare as follows:

2 1. I am an individual over the age of 18. I am a partner at the Law Firm of James
3 Hawkins, APLC. I am one of the attorneys of record for Plaintiffs JULIO C. ROVIRA,
4 LORENA RENTERIA, and VIRGILIO SANTOS (“Plaintiffs” or “Class Representatives”), who
5 filed this Class Action on behalf of themselves and all others similarly situated current and former
6 hourly non-exempt employees, who did not execute an arbitration agreement related to their work
7 for Defendant Silverado Senior Living Management, Inc. (“Defendant” or “Silverado”) (with
8 Plaintiffs, the “Parties”). I have personal knowledge of the facts set forth below, and if called to
9 testify regarding them, I could and would do so competently.

10 2. I submit this Declaration in support of Plaintiffs’ Motion for Final Approval of
11 Class Action and PAGA Settlement, and Motion for Fees and Costs, which are filed concurrently
12 herewith, along with Memorandum of Points and Authorities.

13 3. Attached hereto as **Exhibit A** is a true and correct copy of the executed and
14 preliminarily-approved Class Action and PAGA Settlement Agreement entered by the parties,
15 including exhibits thereto, for which the parties ask the Court to grant final approval (the
16 “Agreement” or “Settlement Agreement”).

17 4. Defendant does not oppose the Motion for Final Approval.

18 5. Silverado Senior Living Management, Inc., is a proper Defendant in this Action.

19 6. On March 5, 2020, Plaintiff Rovira commenced a class action suit against
20 Defendant by filing his Class Action Complaint (“Complaint”) for damages in Orange County
21 Superior Court. Plaintiff Rovira filed against Silverado on behalf of “any and all persons who are
22 or were employed by Defendants as non-exempt employees, however titled, providing caregiving
23 or supervision services or related functions in the State of California within four (4) years prior to
24 the filing of the complaint on March 5, 2020 until resolution of this lawsuit and whose job duties
25 did not consist of over 50% administrative, executive or professional duties (collectively referred
26 to as the “Class” or “Class Members” or “Non-Exempt Employees”).” The Complaint alleged
27 causes of action under the California Labor Code and California Business and Professions Code
28 Section 17200. Specifically, the Complaint alleged: (1) failure to pay all wages owed including

1 minimum wages and overtime; (2) failure to provide lawful meal periods; (3) failure to authorize
2 and permit rest periods; (4) failure to timely pay wages owed upon separation from employment;
3 (5) failure to reimburse necessary expenses; and (6) violation of the Unfair Competition Law.

4 7. The Complaint also defined subclasses as follows:

- 5 a. All Class Members who were not paid at least minimum wage for all hours
6 worked ("Minimum Wage Subclass").
- 7 b. All Class Members who were not accurately paid overtime for hours worked over
8 eight in a day or over forty in a workweek ("Overtime Subclass").
- 9 c. All Class Members who worked more than five (5) hours in a workday and were
10 not provided with a timely, uninterrupted lawful meal period of net thirty (30)
11 minutes, and were not paid compensation of one-hour premium wages at the
12 employee's regular rate in lieu thereof ("First Meal Period Subclass")
- 13 d. All Class Members who worked more than three and a half hours in a workday and
14 were not authorized and permitted to take a lawful net 10-minute rest period for
15 every four (4) hours or major fraction thereof worked per day and were not paid
16 compensation of one-hour premium wages at the employee's regular rate in lieu
17 thereof ("Rest Period Subclass").
- 18 e. All Class Members who did not receive all owed wages at the time of separation or
19 within 72 hours in the case of resignation ("Waiting Time Subclass").
- 20 f. All Class Members who were not reimbursed for all necessary expenses
21 ("Indemnification Subclass").
- 22 g. All Class Members who were employed by Defendants and subject to Defendant's
23 Unfair Business Practices ("Unfair Business Practices Subclass").

24 8. On or about June 3, 2020, Defendant filed its Answer to the Complaint generally
25 denying all allegations and asserting affirmative defenses.

26 9. The case was assigned case number 30-2020-01136565-CU-OE-CXC and
27 assigned to the Honorable Glenda Sanders in the Superior Court of the State of California for the
28

County of Orange. On January 4, 2021, the case was re-assigned to the Honorable Kirk Nakamura. On October 4, 2021, the case was re-assigned to the Honorable Glenda Sanders.

10. On September 22, 2021, Plaintiff Renteria provided written notice to the California Labor and Workforce Development Agency (the “LWDA”) and Silverado that Plaintiff believed Silverado was violating certain provisions of the California Labor Code (“PAGA Letter”).

11. The LWDA did not provide a response within sixty-five (65) days of Plaintiff’s submission.

12. [Paragraph intentionally left blank]

13. Defendants engaged in multiple individual settlement campaigns during the pendency of this action which may have resulted in certain Silverado employees entering into individual settlement agreements with Defendant. Plaintiffs contended that the individual settlement agreements should be vitiated and filed a motion to that end prior to the mediation between the Parties.

14. Throughout the action, the Parties extensively investigated the relevant facts and applicable law throughout the Action, potential defenses, and damages claims by Plaintiffs on behalf of themselves and the Class.

15. Defendant provides memory care assisted living communities, home care, hospice care, and supportive care service in 19 locations throughout the State of California.

16. Plaintiffs’ counsel’s investigation included research and interviews, the exchange of information and documents (including pertinent financial information), conferences with defense counsel, formal and informal discovery. It also included preparing for and attending mediation with wage-and-hour class action mediator, Steve Serratore, and assessing the evidence with an eye toward class certification. The Parties engaged in a significant amount of research, investigation, and information exchange prior to mediation. Formal and informal discovery and information exchange included the production of class size information, Plaintiffs’ employment file (including time records and wage statements), Defendant’s handbook, Plaintiffs’ employment application, the job description for positions held by class members, policy and procedure documentation, timekeeping information, pertinent financial information, Class Members’ pay

1 records, exemplars of the applicable arbitration agreements, class contact information, and other
2 relevant documentation. Defendant produced substantial class information, time and pay records
3 for the putative class. The Parties conducted their own evaluations of the potential recoveries
4 based on the claims alleged in the Action. The Parties then shared damages information with the
5 mediator and each other for purposes of reaching a settlement. The Parties also engaged in
6 numerous discussions regarding the data exchanged, the Parties' respective claims and defenses,
7 and the Plaintiffs' claimed damages.

8 17. On June 9, 2021, the Parties participated in mediation before Steve Serratore. The
9 mediation was a successful, arms-length negotiation, that resulted in a mediator's proposal
10 ultimately accepted by both parties, with the Parties agreeing to settle this matter.

11 18. At all times, the negotiations leading to the Settlement Agreement have been
12 adversarial, non-collusive, conducted at arm's length, and supported by a knowledgeable
13 mediator.

14 19. The information exchange between the Parties allowed them to assess the merits of
15 the claims and defenses, and to reach a compromise of the issues.

16 20. Plaintiffs and Class Counsel recognize the expense and length of proceedings
17 necessary to continue the litigation against Defendants through trial and through any possible
18 appeals. Plaintiffs and Class Counsel also have considered the uncertainty and risk of further
19 litigation, the potential outcome, and the difficulties and delays inherent in such litigation.
20 Plaintiffs and Class Counsel have conducted extensive settlement negotiations, including the
21 above-mentioned mediation. Based on the foregoing, Plaintiffs and Class Counsel believe the
22 Settlement set forth in the Settlement Agreement is a fair, adequate, and reasonable settlement
23 and it is in the best interests of the Class Members.

24 21. Although a settlement has been reached, Defendant denies any and all liability or
25 wrongdoing of any sort with regard to the claims and maintains that for any purpose other than
26 settlement, this Action is not appropriate for class action treatment. Defendant denies all
27 allegations asserted in the operative complaint, and all claims made by Plaintiffs. Defendant
28

1 asserts that is has no liability for Plaintiffs' or any Class Member's claims under any statute, wage
2 order, regulation, common law, or equitable theory.

3 22. Plaintiff Rovira is a member of the Class, as he is a former, non-exempt employee
4 that worked for Defendant in California during the Class Period.

5 23. Plaintiff Renteria is a member of the Class, as she is a former, non-exempt
6 employee that worked for Defendant in California during the Class Period.

7 24. Plaintiff Santos is a member of the Class, as he is a former, non-exempt employee
8 that worked for Defendant in California during the Class Period.

9 25. Plaintiffs contend that their claims are appropriate for class certification.

10 26. In connection with this Settlement, Plaintiffs seek to represent the Class Members.
11 The "Class Members" are defined as any and all current and former hourly-paid or non-exempt
12 employees who worked for Defendant within the State of California at any time from September
13 20, 2017, to September 13, 2021, and that did not execute an arbitration agreement related to their
14 work for Defendant. The class definition was modified in the context of the Settlement
15 Agreement to run from September 20, 2017, to September 13, 2021, to account for the impact of
16 several prior settlements which cut-off the Class Period.

17 27. At the time of mediation, a review of Defendant's records led the Plaintiffs to
18 estimate that there are approximately 688 Class Members and 57,009 workweeks at issue with a
19 calculated average hourly rate of approximately \$19.50 per hour.

20 28. While Plaintiffs believe in the strength of their allegations, Plaintiffs and Class
21 Counsel have balanced our evaluation of the validity and merit of the asserted claims against
22 potential problems of proof, the legal standards governing litigation of the class claims and
23 PAGA claims, the uncertainty of obtaining and maintaining class certification through trial, the
24 potential for appeals, the expense and burden associated with prolonged litigation, and the various
25 defenses asserted by Defendant.

26 29. Based on my evaluation, I believe that the Settlement set forth in the Settlement
27 Agreement is fair, adequate, and reasonable and in the best interest of the Class, including
28 Plaintiffs.

1 30. As set forth more extensively above, the parties have conducted a thorough
2 investigation into the allegations in this Action. Prior to filing the Complaint, Class Counsel
3 engaged in a significant amount of research and investigation. Plaintiffs' Counsel conducted
4 independent investigation, research, and interviews at the beginning of the action, reviewed
5 documentation produced by Plaintiffs, and propounded extensive formal and informal discovery
6 requests to Defendant. Plaintiffs propounded and Defendant responded to requests for
7 production, special interrogatories, form interrogatories—general, form interrogatories-
8 employment, and requests for admissions. Defendant provided personnel documents, payroll
9 records for Plaintiffs, a listing of all employees in the putative class, Defendants' relevant policies
10 and procedures, and pay records. I believe that the substantial exchange of information is
11 sufficient to permit the parties to realistically assess the strengths and weaknesses of their claims
12 and defenses and allowed them to conduct an informed mediation and reasonable settlement
13 negotiations in good faith.

14 a. Defendant provided Class Counsel with a class list by employee number which
15 provided (i) first name; (ii) last name; (iii) street address; (iv) city; (v) state; (vi) zip code; and
16 (vii) phone number.

17 b. Defendants produced a sampling of time and pay records by employee number.
18 Class Counsel also reviewed the employment file and all wage statements/summaries for
19 Plaintiffs. In addition, Defendant provided Class Counsel with other foundational documents
20 such as the Employee Handbook and other relevant company policies. Plaintiffs' counsel has
21 reviewed these items and Defendant's other production documents, and the parties' counsel have
22 met and conferred regarding their contents.

23 c. Class Counsel also engaged in interviews regarding the functions and experiences
24 of hourly, non-exempt employees in California.

25 d. The Parties also engaged in extensive information exchange during the course of
26 the mediation session with the assistance of the mediator. This information informed subsequent
27 negotiations between the Parties and the eventual agreement upon the terms of Settlement.
28

1 e. Class Counsel is knowledgeable about and has conducted extensive research with
2 respect to the applicable law and potential defenses to the claims in this Class Action. Class
3 Counsel believes Defendant produced sufficient documents and information that allowed the
4 parties to engage in a well-informed mediation based upon good faith negotiations.

5 f. As Class Counsel, we have used this extensive formal and informal discovery and
6 investigation to create a comprehensive damages and potential liability model for each of the
7 asserted claims, described below. This damages analysis created from the records produced was
8 used to determine Defendant's potential liability for each of Plaintiffs' claims.

9 g. The negotiated Settlement thus resulted from the damages and potential liability
10 model Class Counsel developed from Defendant's pay records and the remaining production
11 documents and produced information. Counsel for the parties believe that they have conducted
12 sufficient discovery, investigation, and research to evaluate the strengths and weaknesses of their
13 respective claims and defenses. After this assessment, Plaintiff and Class Counsel believe this
14 Settlement is fair and reasonable.

15 31. Class Counsel and Plaintiffs believe the Settlement to be fair, adequate, and
16 reasonable in light of all known facts and circumstances, including the risk of significant delay
17 and uncertainty associated with litigation, the various defenses asserted by Defendant, numerous
18 potential appellate issues, and the substantial certain benefits received under the Settlement.
19 Plaintiffs and Class Counsel have concluded, after taking into account the highly contested
20 factual and legal issues involved in this Action, the risks and substantial expenses involved in the
21 further prosecution of this case, the substantial benefits to be received by the Class pursuant to the
22 compromise and settlement of the Action at this stage as set forth in this Agreement, that
23 settlement on the terms set forth herein is in the best interest of Plaintiffs and the Class and is fair
24 and reasonable. Similarly, Class Counsel understands that Defendant and its counsel have
25 investigated and researched Plaintiff's claims, and while Defendant denies all of Plaintiffs'
26 allegations, Defendant has concluded, after considering the sharply disputed factual litigation,
27 along with its desire to put an end to the controversy, in favor of agreeing to this Settlement, and
28 believe it is in Defendant's best interest and is fair and reasonable.

1 32. The preliminarily-approved Settlement Agreement provides for a Maximum
2 Settlement Amount of \$750,000.00 to resolve the claims of approximately 662 Class Members.
3 (Settlement, ¶VI (1.8)). Subject to Final approval, Plaintiffs and Class Counsel will request the
4 following allocations:

- 5 a. Class Counsel will request attorneys' fees in the amount up to \$250,000.00 and
6 reimbursement of litigation costs and expenses in the amount of up to \$25,000.00
7 (Id. ¶VI (1.12(2))).
- 8 b. Plaintiffs will request Service Payments, to Plaintiff Rovira in the amount of up to
9 \$7,500.00, and to Plaintiff Renteria and Plaintiff Santos in the amount of up to
10 \$2,500.00 each (Id. ¶VI (1.12(3))).
- 11 c. The PAGA allocation will be \$50,000.00, with 75% or \$37,500.00 paid to the
12 LWDA (Id. ¶VI (1.12 (4)), VI (1.16)).
- 13 d. The Parties have selected ILYM Group, Inc. to administer the Settlement, and the
14 Settlement Administration fee will be approximately \$15,889.68. (Polites Decl. ¶
15 16)

16 33. The "Settlement Class" is comprised of "any and all current and former
17 hourly-paid or non-exempt employees who worked for Defendant within in the State of California
18 at any time from September 20, 2017, to September 13, 2021, and that did not execute an
19 arbitration agreement related to their work for Defendant." (Settlement, ¶VI (1.1))

20 34. The preliminarily-approved "Net Settlement Amount" was Four Hundred Eight
21 Thousand Six Hundred Dollars and No Cents (\$408,600.00). The actual amount available for
22 payment to Participating Class Members following deduction of the requested fees, costs, service
23 payments, and penalties set forth in Paragraph 32 is estimated to be Three Hundred Ninety-six
24 Thousand Six Hundred Ten Dollars and Thirty-two Cents (\$396,610.32) (including the 25% of
25 the PAGA Payment allocated to the PAGA Group). (Polites Decl. ¶ 11)

26 35. The Individual Settlement Payments to Participating Settlement Class Members
27 will be calculated by multiplying the Net Settlement Amount by the Payment Ratio Fraction of
28 each Participating Class Member. (Settlement, ¶VI (1.9)) The Payment Ratio Fraction means a

1 fraction that has as its numerator the Participating Class Member's individual Workweeks and has
2 as its denominator the total aggregate Workweeks of all Participating Class Members. (Id. ¶ VI
3 (1.18))

4 36. The entire Net Settlement Amount will be distributed to all Settlement Class
5 Members who did not submit timely and valid Requests for Exclusion.

6 37. Assuming equal distribution to the Class Members and full participating, the
7 average recovery per Class Member will be approximately \$593.90 from the Net Settlement
8 Amount. Assuming a Class Member only worked one (1) workweek during the Class Period, the
9 smallest recover is estimated to be approximately \$7.17. Assuming a Class Member worked
10 every workweek in the Class Period, the largest recovery is estimated to be approximately
11 \$1,491.36.

12 38. Payment to each Settlement Class Member will be allocated as follows: 20% to
13 satisfaction of claims for unpaid wages; 80% to the satisfaction of claims for interest and
14 penalties. All settlement payments for wages shall be subject to required withholdings and
15 deductions as W-2 payments. With regard to payments in settlement of claims for penalties and
16 interest, these payments shall be issued through a 1099 form and not subject to withholdings or
17 deductions. (Settlement ¶VI (2.5))

18 39. The employer's portion of the Employer's taxes will be paid by Defendant
19 separately and in addition to the Maximum Settlement Amount. (Id. ¶VI (1.6))

20 40. Class Members were mailed notice of the Settlement and were not required to
21 submit a claims form for their share of the Net Settlement Amount. The Notice included (a)
22 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
23 (c) the Settlement Class definition; (d) the formula for calculating Individual Settlement
24 Payments for Class Members; (e) the date which comprise the Class Period; (f) instructions on
25 how to dispute the amount owed under the distribution formula, opt out of the settlement or
26 submit an objection; (g) the deadlines by which the Class Member must postmark his or her opt-
27 out or objection; (h) the claims to be released; and (i) an estimate of each Class Member's
28 Individual Settlement Payment. (Polites Decl., Ex. A).

1 41. As per the settlement terms and preliminary order, the Notice was sent to the
2 mailing address for the Class Member in Defendant's records on December 2, 2022. (Polites
3 Decl. ¶ 6). A genuine and correct copy of the Court's order granting preliminary approval of the
4 class settlement is attached hereto as **Exhibit B**. For those Class Members who were not
5 employed by Defendants as of the Preliminary Approval Date, the Settlement Administrator
6 undertook a Reasonable Address Verification to ascertain the accuracy of the Last Known
7 Address of the Class Member prior to mailing. (Id. ¶ 5). The Administrator conducted a skip
8 trace to obtain a new address for Notice packets that are returned undeliverable in accordance
9 with the terms of the Settlement. (Id. ¶ 7).

10 42. Class Members were given 60 days after the date the Settlement Administrator
11 initially mailed the Class Notice to object to the Settlement in writing. Any objecting Class
12 Members had to notify the Settlement Administrator of his or her intent to object by following the
13 procedure set forth in the Notice of Settlement within sixty (60) calendar days of mailing (or
14 within ten (10) calendar days from the date on which the Class Notice was re-mailed).
15 (Settlement ¶VI. (3.3.3.)) Alternatively, Class Members could choose to voice their objections at
16 the Final Approval Hearing. (Id.) Failure to strictly comply with this deadline forever bars a Class
17 Member from objecting to the Settlement. A Class Member who objects to the Settlement will
18 still be considered a Participating Class Member who is subject to the Settlement. (Id.).

19 43. Class Members had 60 days after the date the Settlement Administrator initially
20 mailed the Class Notice to dispute the number of workweeks that they are credited. (Settlement ¶
21 IV. (3.3.1)) If a Class Member disagreed with the number of Workweeks as stated in his or her
22 Class Notice, he or she could dispute that figure by informing the Settlement Administrator of the
23 number of Workweeks in dispute and submitting supporting documentation (such as, without
24 limitation, payroll or timekeeping records, and paycheck stubs) within 60 days of mailing the
25 Class Notice. In the event of any dispute, the Settlement Administrator shall review the
26 Workweeks disputed and supporting documentation and decide based upon the submitted
27 documentation as to the validity of the Class Member's claim. The Settlement Administrator shall
28

1 also notify Defendant and Class Counsel and request the further information as needed. The
2 decision of the Settlement Administrator on any disputes shall be final. (Id. ¶VI. (3.3.1.))

3 44. Class Members had 60 days after the date the Settlement Administrator initially
4 mailed the Notice to request exclusion from the Class. Any Class Member who wished to be
5 excluded from the Settlement had to submit a timely and valid Request for Exclusion to the
6 Settlement Administrator that clearly expressed such desire and is signed by such Class Member.
7 (Settlement ¶VI (3.3.4.)) Any such statement was required to contain the case name, as well as
8 the Class Member's full name, address, telephone number, last four (4) digits of his or her Social
9 Security number, and signature, and a clear statement indicating that he or she sought to exclude
10 him or herself from the Settlement. (Settlement ¶VI (1.26)) Class Members who did not opt out
11 by submitting valid and timely Requests for Exclusion were deemed to be Participating Class
12 Members and are bound by the Settlement and the Judgment entered based thereon. Class
13 Members who Opted Out by submitting valid and timely Requests for Exclusion are not bound by
14 the Settlement, and are not entitled to any benefits thereunder, or to make any objection to the
15 Settlement. (Settlement ¶VI (3.3.4.)) If a Class Member submitted both a Request for Exclusion
16 and an objection to the Settlement, the Request for Exclusion was accepted, and the objection was
17 disregarded. (Id. ¶VI (3.3.5)) The Parties agreed that the Response Deadline will not be extended,
18 and no untimely submissions would be honored, under any circumstances, unless mutually
19 agreeable by the Parties, and/or except to the extent permitted due to re-mailing of Class Notices.
20 (Id. ¶VI (3.3.6.))

21 45. As of the date of this declaration, only one (1) Class Member has requested to be
22 excluded from the settlement, and zero (0) Class Members have objected to the settlement.
23 (Polites Decl. ¶¶ 10, 12).

24 46. If a Class Member's check is not cashed within 180 days, the check will be void
25 and a stop payment order may be placed on the check. In such event, the Settlement nevertheless
26 will be binding upon the Settlement Class Member. The funds represented by all uncashed
27 settlement checks will be distributed as provided in California Code of Civil Procedure section
28 384, as approved by the Court. Funds from checks that remain uncashed after the 180-void date

1 will escheat to the 501(c)(3) non-profit, Taller San Jose Hope Builders in accordance with Code
2 of Civil Procedure section 384(b). (Settlement ¶VI (2.8))

3 47. The Parties selected ILYM Group, Inc. as the Settlement Administrator. The
4 Settlement Administrator's duties include: preparing and distributing the Notice of Settlement,
5 calculating and directing the disbursement of payments to Settlement Class Member, Class
6 Counsel, the Class Representatives and the LWDA; calculating and timely paying any and all
7 payroll taxes from the wages portion of the Net Settlement Amount to the appropriate tax
8 authorities, as required under this Agreement and applicable law; handling inquiries about the
9 calculation of individual settlement payments; preparing and filing any tax returns and
10 information returns and any other filings required by any governmental taxing authority or other
11 governmental agency; providing weekly status reports to the Parties' counsel; advising Defendant
12 and Class Counsel of any Class Members who submit objections and/or requests for exclusions
13 from the Settlement; providing a due diligence declaration for submission to the Court prior to the
14 final approval hearing; printing and providing Settlement Class Members and Plaintiffs with W-2
15 and 1099 forms as required under this Agreement and applicable law; arranging for and remitting
16 funds from any uncashed settlement payment to the designated cy pres recipient, as determined
17 by the Court; sending reminder postcards to Class Member, and for such other tasks as the Parties
18 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
19 Administrator shall establish a settlement payment center address, telephone number, facsimile
20 number, and email address to receive Class Members' inquiries about the Notice of Settlement,
21 requests to be excluded from the Settlement and settlement payments.

22 48. We (and Plaintiffs) do not have any financial interest in the Settlement
23 Administrator or otherwise have a relationship with the Settlement Administrator that could
24 create a conflict of interest. We similarly understand that neither Defendant, nor Defendant's
25 counsel has any financial interest in the Settlement Administrator or otherwise has a relationship
26 with the Settlement Administrator that could create a conflict of interest.

27 49. After Final Approval of the Settlement, Defendant shall deposit the Maximum
28 Settlement Amount and Employer Taxes with the Settlement Administrator no later than thirty

(30) days after the Effective Date. (Settlement ¶VI. (2.1)) The “Effective Date” means the later of: (a) if no objections to the Settlement are submitted, the date on which the Court issues the Final Approval Order and Judgment; (b) if any objections to the Settlement are submitted, the date which is forty-five (45) calendar days after notice of entry of the Final Approval Order and Judgment if no notice is filed within that time seeking appeal of the Final Approval Order and Judgment and if no motion for extension to appeal is filed; or (c) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been terminated in such a manner as to permit the Final Approval Order and Judgment to take effect in substantially the form described herein. (Settlement ¶VI (1.5))

50. No later than forty-five (45) calendar days after Effective Date and fifteen (15) calendar days after the payment of the funds to the Settlement Administrator, Defendant, through the Settlement Administrator, and according to the terms and procedures of the Agreement, shall pay to each Participating Class member their Individual Settlement Amount. (Settlement ¶VI (2.5))

51. Counsel for both Plaintiffs and Defendant are experienced wage and hour class action attorneys. Counsel on both sides have represented, mediated, and settled other employee class actions in wage and hour litigation and have knowledge of the strengths and weaknesses of their respective positions that are sufficient to evaluate the fairness of the proposed settlement herein.

52. Class Counsel and Plaintiffs understand the uncertain and risky nature of the class certification process as well as the potential merits of both legal and factual defenses expensed to be raised by Defendant. They also understand the Court’s discretion in any litigation under the PAGA to reduce penalties. Based upon the uncertainty associated with Defendant’s asserted defenses, potential arbitration-related issues, the risk in certifying a class, the possibility of Defendant prevailing on potentially dispositive motions, and a potential trial, Class Counsel and the Plaintiffs believe the \$750,000.00 Maximum Settlement Amount to settle all Claims pending in the Action is fair, reasonable, and adequate under the circumstances and will provide Settlement Class Members meaningful compensatory relief without any reversion to Defendant.

1 The Settlement affords the Class Members prompt and substantial relief, while avoiding
2 significant legal and factual obstacles that otherwise may have prevented the Class Members from
3 obtaining any recovery at all. Indeed, the outcome of class certification, trial, and any attendant
4 appeals, as well as ultimate collectability in the current economic climate, is inherently uncertain.
5 Throughout this litigation and the settlement process, Defendant has denied and continues to deny
6 any liability or wrongdoing of any kind associated with Plaintiffs' claims alleged in the Action.
7 Defendant has also produced substantial evidence to support its defenses, such that recovery is
8 uncertain.

9 53. Defendant has also denied that, for any purposes other than settling this Action, it
10 is appropriate for class certification. With this in mind, the Parties have concluded that the future
11 costs and expenses involved in continuing the Action are substantial and have chosen to eliminate
12 any further expenses, attorneys' fees, and uncertainty in connection with the Action. In
13 particular, given the heavily disputed nature of the case—both factual and legal grounds—it is
14 expected that substantial expenses would be incurred in determining issues concerning additional
15 discovery, litigation any class certification motion and pending appeals, bringing potentially
16 dispositive motions, and in connection with any trial or possible appeals. Without admitting or
17 conceding any liability or damages, Defendant has stipulated to class certification (for settlement
18 purposes only) and entered into the Agreement to fully, finally, and forever resolve this litigation
19 and bar further litigation on the terms and conditions set forth in the Agreement, and in order to
20 avoid the burden, expense, and uncertainty associated with litigation.

21 54. In this action, Plaintiffs alleges that Plaintiffs and the Class Members were not
22 paid at least minimum wage for each hour worked, paid overtime wages, provided lawful meal
23 periods, authorized, and permitted to take lawful rest periods, paid all wages earned upon
24 separation of employment and reimbursed for all necessary expenses. Plaintiffs also allege that
25 Defendant is subject to penalties under the Private Attorneys' General Act of 2004 and were in
26 violation of the Unfair Competition Law. Defendant denies all allegations and contends that it
27 complied with the applicable law at all times.

28

1 55. Plaintiffs contended that Defendant failed to pay employees wages for all hours
2 worked, including minimum wages and overtime wages. Defendant contended that it properly
3 paid class members for all hours worked and included applicable differentials and bonuses into
4 the regular rate. Defendant further contended that it maintained legally compliant policies that
5 required employees to report all hours worked, and that it compensated employees for all hours
6 worked. Defendant contended, however, that if, in fact, it had failed to pay Plaintiffs or any
7 putative class member for all time worked, the time is de minimis and therefore not compensable.
8 Defendant further contended that Plaintiffs' claims for unpaid overtime wages are barred because
9 Defendant timely paid all overtime wages to Plaintiffs.

10 56. Plaintiffs also contended that Defendant failed to provide lawful meal periods and
11 rest periods, as Defendant imposed work demands that made taking of meal and rest periods
12 impossible and did not permit Plaintiffs and Class Members to leave the premises. Plaintiffs
13 further contended that meal and rest period premiums were not paid at the regular rate, and, thus,
14 were underpaid. Defendant contended that it maintained legally compliant written policies and
15 that as a matter of policy and practice it scheduled and provided legally compliant meal and rest
16 periods. Defendant argued that Plaintiffs would not be able to certify a class to pursue meal and
17 rest period claims, because whether or not a class member took a meal or a rest period on a given
18 day was a matter of individual preference and inquiry—not any class wide policy or practice.
19 Defendant also produced evidence that it had paid significant premiums for missed, late, or short
20 meal and rest periods. In sum, Defendants contended that Plaintiffs and putative class members
21 were provided meal periods and authorized and permitted to take rest periods or were paid
22 premiums in lieu thereof.

23 57. Plaintiffs further alleged that Defendant failed to reimburse employees for
24 necessary expenses, such as back braces and cellular phone expenses. Defendants denied that
25 employees were required to purchase any items to do their jobs or incur any expenses.
26 Defendants further produced evidence that they reimbursed expenses that were submitted, and
27 that they maintained compliant policies. Defendant further argued that Plaintiffs estimated \$25
28

1 expense per pay period was vastly overstated because there were no recurring expenses incurred
2 or necessary.

3 58. Based upon the initial review and information, Plaintiffs' counsel (with the
4 assistance of an expert) estimated that if the claims were entirely successful at trial and all PAGA
5 penalties sought were awarded, Plaintiffs and the Class would be awarded approximately \$15
6 million. Plaintiffs' estimates are based upon the following figures at mediation – 688 class
7 members, 57,009 workweeks, 25,799 pay periods, 246,785 shifts, 305 former employees, \$19.50
8 average wage rate, approximately 400 PAGA group members, 6,820 pay periods in PAGA
9 period.

- 10 a. Unpaid Overtime: 5,832 (number of pay periods with shift differential and no
11 subsequent reconciliation) x \$1.29 unpaid overtime per pay period = \$7,523.28.
- 12 b. Meal Period Premium Underpayment Due To Failure to Pay at Regular Rate
13 (expert review): \$2,659.
- 14 c. Rest Period Premium Underpayment Due To Failure to Pay at Regular Rate
15 (expert review): \$2,432.
- 16 d. Meal Period Premiums: 22,271 shifts (number of shifts with missed, late or short
17 meal period) x \$19.50 = \$434,284.50 - \$398,287 (premiums paid) = \$35,997.50
- 18 e. Rest Period Premiums: (243,109 shifts over 3.5 hours x \$19.50) - \$319,620
19 (premiums paid) = \$4,421,005.50
- 20 f. Reimbursement: 25,799 pay periods x \$25 (estimated per pay period) = \$644,975.
- 21 g. Waiting Time Penalties: 305 employees x 7.9 hours per day x \$19.50 x 30 days =
22 \$1,409,557.50.
- 23 h. PAGA Penalties
 - 24 i. Rest Periods (405 employees): (405 pay periods x \$100 penalty) + (6,415
25 pay periods x \$200) = \$1,323,500.
 - 26 ii. Unpaid Overtime (365 employees; 1541 pay periods): (365 pay periods x
27 \$100 penalty) + (1176 pay periods x \$200 penalty) = \$271,700.

- 1 iii. Meal Periods (405 employees, 1909 pay periods): (405 pay periods x \$100
2 penalty) + (1504 pay periods x \$200) = \$341,300.
3 iv. Labor Code 226.3: (405 pay periods x \$250 penalty) + (6,415 pay periods
4 x \$1,000 penalty) = \$6,516,250.
5 v. Labor Code 203 = 305 employees x \$100 = \$30,500.

6 59. Class certification was far from certain given Defendant's defenses and the current
7 state of the law regarding certification and establishing common questions of fact, including the
8 decision in *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004 (2012) and *Arenas v. El*
9 *Torito Restaurants, Inc.*, 183 Cal.App.4th 723 (2010).

10 60. As a result, the considerable risk that Defendants could defeat certification, defeat
11 the representative claims, and prevail on its defenses, thus defeating any and all recovery to the
12 class, warranted a compromise of the class claims and resulted in the parties arriving at the terms
13 of their proposed Settlement.

14 61. This case also has the potential to impose enormous litigation costs on all of the
15 parties, as Defendant is expected to continue challenging Plaintiffs' allegations and to increase
16 the pace of their investigation and opposition. Although it is difficult to foresee the ultimate
17 result of a trial, we anticipate an expensive, complex, and time-consuming process. We foresee
18 the possibility of a lengthy and costly appeal regardless of the outcome of trial given the unsettled
19 legal landscape governing this case. In order to succeed on the merits, Class Members would also
20 need to prevail on several hotly disputed legal and factual issues. Some of these issues include
21 the ability for the proposed Class Representatives to advance the interests of all Class Members
22 and assert claims which are representative of the entire class. Plaintiff would need to continue to
23 tenaciously litigate this case through intense discovery, investigation and heavy law and motion
24 pertaining to summary judgment and class issues, based on Defendant's aggressive posturing and
25 vigorous dispute of liability and damages. Given these realities, it is highly likely that the future
26 expense of this litigation, and its likely duration if the settlement is not approved, would be
27 significant and weigh heavily in favor of approval of this Settlement.

1 62. While Plaintiffs believe that it is possible to recover the subsequent violation rate
2 for penalties and that stacking is permissible, Plaintiffs also understand the risks inherent should
3 the Court not exercise its discretion to grant any PAGA penalties, in addition to potential issues
4 on the merits, trial manageability, and the possibility that the Court does not permit stacking of
5 penalties or permit the use of the subsequent violations rate when providing penalties. Plaintiffs
6 also understand that the bar for establishing knowing and intentional violations of the Labor Code
7 may not be easily met under the circumstances.

8 63. After deductions for such considerations as the differences in the Parties' positions
9 as to violation rates, the uncertainty of the litigation result, issues of proof, potential barriers to
10 certification and the potential for individualized issues, questions as to whether the underlying
11 violations could trigger derivative 203 penalties, the Court's discretion in reducing PAGA
12 penalties and the requirements for establishing penalties under Section 203 of the Labor Code, the
13 defenses more fully set forth above, Plaintiffs estimated Defendant's realistic exposure for
14 Plaintiffs strongest claims at trial to be approximately \$2.578 million. Plaintiffs' estimates are
15 based on the following figures from mediation—688 class members, 57,009 workweeks, 25, 799
16 pay periods, 246,785 shifts, 305 former employees, \$19.50 average wage rate, approximately 400
17 PAGA group members, 6,820 pay periods in PAGA period. Multipliers were added to each
18 damages item to reflect the value of the claim given Class Counsel's estimate of the likelihood
19 that the claim would be certified, and that Plaintiffs would prevail on the merits given
20 Defendant's defenses and the issues of proof:

- 21 a. Unpaid Overtime: 5,832 (number of pay periods with shift differential and no
22 subsequent reconciliation) x \$1.29 unpaid overtime per pay period = \$7,523.28.
- 23 b. Meal Period Premium Underpayment Due To Failure to Pay at Regular Rate
24 (expert review): \$2,659.
- 25 c. Rest Period Premium Underpayment Due To Failure to Pay at Regular Rate
26 (expert review): \$2,432.
- 27 d. Meal Period Premiums: \$35,997.50 x .25 = approximately \$9,000
- 28 e. Rest Period Premiums: \$4,421,005.50 x .25 = \$1,105,251.25.

1 f. Reimbursement: $\$644,975 \times .1 = \$64,497.50$.

2 g. Waiting Time Penalties: $\$1,409,557.50 \times .5 = \$704,778.75$.

3 h. Plaintiffs estimated that the Court would award one PAGA penalty per pay period
4 at \$100 per pay period: $6,820 \text{ pay periods} \times \$100 \text{ penalty} = \$682,000$.

5 64. Thus, the Maximum Settlement Amount of \$750,000 represents approximately
6 29.1% of the estimated liability for Plaintiffs' claims including one PAGA violations at \$100 per
7 pay period (or approximately 39.6% of the estimated liability for the class claims (liability
8 estimated at \$1.896 million) exclusive of PAGA). As such, the proposed Maximum Settlement
9 Amount is believed to be within the "ballpark" of reasonableness, and I respectfully request that it
10 be approved. Counsel on both sides share the view that this is a fair and reasonable settlement in
11 light of the complexities of the case, the state of the law and uncertainties of class certification
12 and litigation, the policies and practices Defendant had in place or implemented, and the excellent
13 benefit to be recovered by the Class Members. While Plaintiffs strongly believe in the merits of
14 their action, Plaintiffs and Class Counsel is cognizant of the fact that if Defendant's defenses
15 were successful, they would eliminate or substantially reduce any recovery on behalf of the Class.
16 Given the risks inherent in litigation and the defenses asserted, this settlement is believed to be
17 fair, adequate, and reasonable and in the best interests of the Class Members, and Plaintiffs
18 request that this court grant final approval.

19 65. The Parties agreed to allocate \$50,000 to PAGA penalties. This constitutes over
20 6% of the total Gross Settlement Amount and the Parties believe it is reasonable under the
21 circumstances, given the substantial class-wide recovery for the Class Members. The Parties
22 respectfully submit it is fair and reasonable and consistent with other approved awards as to the
23 State. See, e.g., *Carrington. Starbucks Corp.*, 20 Cal. App. 5th 504 (2018) [Court of Appeal
24 affirmed a judgment after trial in a PAGA only action which only provided for a PAGA penalty
25 of \$5 per pay period]. Some trial courts have actually awarded no civil penalties, even when
26 Labor Code violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-
27 7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles
28

County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48577, *40 43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

66. Proposed Class Representatives, Julio C. Rovira, Lorena Renteria, and Virgilio Santos provided extensive supporting documents and knowledge in assisting counsel in developing information necessary to litigate and settle this case. Plaintiffs conducted extensive record review and consultation with counsel to assist in evaluating and proving the claims and provided information and documents that were vital to Class Counsel's prosecution of this matter. Plaintiffs dedicated invaluable time and effort required to advance this matter to resolution. Plaintiffs also assisted counsel in preparing for mediation and made themselves available during the course of the mediation to answer any questions that arose during the course of the mediation. Plaintiffs kept in regular contact with Class Counsel during the litigation and obtained a fair settlement for the Class. The preliminarily-approved Settlement provides for service payments to be paid to the Class Representatives of \$7,500.00 to Plaintiff Rovira, and \$2,500.00 each to Plaintiff Renteria and Plaintiff Santos. (Settlement ¶VI (2.4(a))) The purpose of the service payment is to compensate the Class Representative for his or her services and efforts to prosecute this class action, and the risk and potential consequence they assumed by virtue of serving as a Class Representative and Named Plaintiff, and in exchange for a broad general release of all claims they may have against Defendant and the Released Parties. The payment of in total, \$12,500 to the Class Representatives is a small amount of the Maximum Settlement Amount (approximately 1.6%), and relatively little in comparison to the Net Settlement Amount guaranteed to be paid to the Settlement Class Members. The incentive award is fair and justified as part of the Settlement. Per Defendant's request, Plaintiffs have also individually executed a general release of all known and unknown claims, as opposed to the limited release by participating Class Members (Settlement ¶VI (3.5.2)) Plaintiffs are not receiving preferential treatment, and all Settlement Class Members will receive compensation consistent with their proportional share through the efforts of Plaintiffs in the context of this suit. Plaintiffs have submitted a declaration with this final approval motion and will supplement said declarations regarding their efforts at the time of final approval.

1 67. Commonality: Class Certification, as requested by the parties for the purposes of
2 the Settlement only, should be granted because Plaintiff alleged that the proposed Class
3 Members' claims all stem from the same alleged conduct, and Defendant's policies and practices.
4 Plaintiffs have alleged that Defendant violated California laws by its: (1) failure to pay all wages
5 owed, including minimum wages and overtime; (2) failure to provide lawful meal periods; (3)
6 failure to authorize and permit rest periods; (4) failure to timely pay wages owed upon separation
7 from employment; (5) failure to reimburse necessary expenses; (6) violation of the unfair
8 competition law; and (6) violation of the Private Attorneys' General Act. The claims of Plaintiffs
9 and the Class Members all flow from the same facts and legal claims, i.e., that Defendant's
10 policies, practices, and procedures resulted in Defendant's failure to pay in full Class Members'
11 earned wages, provide Class Members with meal and rest breaks, and reimburse expenses. The
12 nature and types of claims available to the Class Members are identical and arise out of
13 application of uniform policies relating to the compensation structure, standardized practices and
14 procedures, and labor allocations, as well as uniform policies regarding (or lack of) timekeeping,
15 wage statements, payment of wages, reimbursements and meal and rest period
16 policies/procedures. For purposes of the Settlement, the main individualized differences between
17 Class Members relate to the amount of compensation each Class Member would be entitled to
18 receive and any differences in compensation structure were accounted for in the formula for
19 payment of individual shares. This Action seeks recovery of alleges unpaid wages and penalties
20 pursuant to the California Labor Code, California Industrial Welfare Commissions ("IWC")
21 Wage Orders and Section 17200 of the Business and Profession Code on behalf of Plaintiff and
22 the rest of the Class members, who all share claims arising out of the same policies and practices.
23 Commonality further exists because each Class Member's claim has one common factor:
24 workweeks. Under these circumstances, the commonality requirement for certification for
25 settlement purposes is satisfied.

26 68. Typicality: The typicality requirement is met, as the proposed Class
27 Representatives and the Class Members have claimed that Defendant violated California law by
28 the above-specified conduct. Under these specific circumstances, the typicality requirement for

1 class certification for settlement purposes is satisfied because the Class Representatives and the
2 proposed Class Members all claim that Defendant committed similar violations based upon
3 similar conduct, policies, and practice and they seek the same remedies. Plaintiffs contend, and
4 Defendant does not dispute for settlement purposes, that their claims are typical of the claims of
5 the Settlement Class because they arise from the same factual basis and are based upon the same
6 legal theories as those applicable to the Class Members.

7 69. Adequacy and Numerosity: The adequacy requirement is also satisfied. The Class
8 Representatives will receive a reasonable award for their time and efforts assisting counsel with
9 factual issues surrounding the case. Other than this specific payment, all of the Class Member
10 will receive a proportionate share of the Net Settlement Amount. As a result, there is no conflict
11 of interest between the Class Representatives and the Class Members. Additionally, the Class
12 Representatives and our firm have prosecuted this action vigorously on behalf of the Class
13 Members and have represented the proposed Class's interest in obtaining discovery, in settlement
14 negotiations at mediation, and vigorously prosecuted this case. Our firm is well-versed in
15 handling complex wage and hour class action litigations such as this one and submits that the
16 class size of approximately 688 Class Members is sufficiently numerous to warrant conditional
17 class certification. I am unaware of any interest of the Class Representative which are adverse or
18 antagonistic to the interests of the Class.

19 70. Superiority: The named Class Representatives and our firm, as Class Counsel,
20 believe that common questions of law and fact predominate over individual questions, and class-
21 wide treatment of this dispute is superior to individual litigation. Plaintiffs allege that the Class in
22 this case is sufficiently cohesive, since all Class Members share a common nucleus of facts and
23 potential legal remedies, and because all of the Class Members and the Class Representatives
24 seek compensation for, among other things, unpaid wages including minimum wages and
25 overtime, reimbursements, premium wages for failure to provide meal and rest period, penalties,
26 and interest from Defendant for the allegations described herein. Plaintiffs alleges that common
27 questions predominate over individual questions, and the Class Members' potential legal
28 remedies are identical. The alternative method of resolution is individual claims for relatively

1 small amounts of damages; however, individual cases would be uneconomical for potential
2 plaintiffs because the cost of litigation dwarfs their potential recovery. Further, more than 600
3 separate lawsuits would be unnecessary drain on judicial resources and could result in conflicting
4 obligations being imposed upon Defendant. Therefore, class treatment is the preferred method of
5 resolution.

6 71. Ascertainably: The proposed Class is ascertainable because all of the Class
7 Members have worked for Defendant as hourly, non-exempt employees and can be identified
8 through Defendant's employee and personnel files and payroll records. Indeed, Defendant has
9 already identified from their records approximately 662 current and former employees comprising
10 the potential Class, which the Parties respectfully request the Court preliminarily certify for
11 settlement purposes.

12 72. The Class Notice was mailed to all known and reasonably ascertainable Class
13 Members based on Defendant's payroll records on December 2, 2022. (Polites Decl. ¶ 6) The
14 Class Notice is consistent with notices approved by numerous state and federal courts and is
15 believed to be the best notice practicable under the circumstances of this case.

16 73. The Class Notice also fulfills the neutrality requirement. It summarized the
17 proceedings to date and the terms and conditions of the Settlement in an informative and coherent
18 manner, and is accurate, objective, and understandable to Class Members, as is required under
19 prevailing precedent. The Class Notice clearly stated the Settlement does not constitute an
20 admission of liability by Defendant and recognizes the Court has not ruled on the merits. It also
21 states the final settlement approval decision has yet to be made. Accordingly, the Class Notice
22 complied with the standards of fairness, completeness and neutrality required of a settlement class
23 notice.

24 74. I have a great deal of experience in wage and hour class action litigation. I have
25 been certified and approved as class counsel in many other wage/hour class actions, and I am
26 currently litigating numerous others before this Court and others. Although not an all-inclusive
27 list, over the years I have prosecuted the following class action matters as lead and/or co-lead
28 counsel, all of which implicated similar law and facts to those associated with this Action:

- 1 a. ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
2 01754. Wage and Hour Class Action case seeking past wages for meal and rest
3 break violations for production workers in the State of California. Plaintiff's
4 Counsel preliminarily appointed as Class Counsel. Case settled. Final approval
5 granted, and funds fully disbursed.
- 6 b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
7 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
8 overtime and meal and rest break violations for production workers in the State of
9 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
10 Approval granted, no objections and funds fully distributed.
- 11 c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
12 Wage and Hour Class Action case seeking past wages for meal and rest period
13 violations for retail employees in the State of California. Plaintiff's counsel
14 appointed co-lead counsel. Case settled, Final Approval granted, no objections
15 and funds fully distributed.
- 16 d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
17 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal
18 and rest period violations for retail employees in the State of California. Plaintiff's
19 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
20 objections and funds fully distributed.
- 21 e. ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles
22 County Superior Court, Case No. BC393709. Wage and Hour Class Action
23 seeking past wages for overtime, meal and rest break violations for driver
24 employees in the State of California. Stipulation for "binding arbitration."
25 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff's
26 counsel lead trial counsel and class counsel.
- 27 f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
28 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past

1 wages for overtime, meal and rest breaks violations for production employees in
2 the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
3 Final Approval granted, no objections and funds fully distributed.

4 g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
5 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
6 wages for overtime, meal and rest break violations for production employees in the
7 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
8 Final Approval granted, no objections and funds fully distributed.

9 h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
10 Wage and Hour Class Action seeking past wages for unlawful deductions, meal
11 and rest break violations for restaurant employees in the State of California.
12 Plaintiff's counsel appointed as lead counsel. Case settled. Final Approval granted
13 and funds fully distributed.

14 i. ***Padron v. Universal Protection Service, et al.***, Orange County Superior Court,
15 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for
16 overtime, meal and rest break violations for security officers in the State of
17 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
18 Approval granted, no objections and funds fully distributed.

19 j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
20 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
21 seeking past wages for meal and rest break violations for security officers
22 employed by defendant in the State of California. Plaintiff's counsel and co-
23 counsel. Case settled, Final Approval granted and funds fully distributed.

24 k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
25 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for
26 overtime, meal and rest break violations for housekeepers employed by defendant
27 in the State of California. Plaintiff's counsel appointed as lead counsel. Case
28 settled, Final Approval granted, no objections and funds fully distributed.

- 1 l. **Ruiz, et al. v. Unisource Worldwide, Inc., et al.**, USDC, CENTRAL DISTRICT,
2 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal
3 and rest period violations for non-exempt employees employed by defendant in the
4 state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff
5 has petitioned the Court for Lead Counsel.
- 6 m. **Herrador v. Culligan International Company, et al.**, USDC, CENTRAL
7 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
8 wages for field and branch employees of defendant in the State of California.
9 Plaintiff's counsel appointed as lead counsel. Case settled and awaiting Final
10 Approval.
- 11 n. **Defries v. Domain Restaurants, et al.**, Orange County Superior Court, Case No.
12 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
13 employees of defendant in the State of California. Plaintiff's counsel appointed as
14 lead counsel. Case settled, Final Approval granted, no objections and funds fully
15 distributed.
- 16 o. **Denton v. BLB Enterprises, Inc., et al.**, Orange County Superior Court, Case No.
17 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
18 break violations for security guards employed by defendant in the State of
19 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
20 Approval granted, no objections and funds fully distributed.
- 21 p. **Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.**, Los Angeles Superior
22 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal
23 and rest break violations for production employees employed by defendant in the
24 State of California. Plaintiff counsel appointed as lead counsel. Case settled,
25 Final Approval granted, no objections and funds fully distributed.
- 26 q. **McMurray v. Dave and Busters, Inc., et al.**, Orange County Superior Court, Case
27 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and
28 rest break violations for restaurant employees employed by defendant in the State

of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant, DBA Carl's Jr. in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for misclassification of managers employed by Defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

- 1 w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and***
2 ***Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour
3 Class Action seeking past wages for overtime, meal and rest period violations for
4 security guards employed by defendant in the State of California. Certification
5 granted. Plaintiff's counsel appointed as co-lead counsel. Writ taken. Court stays
6 action pending Appellate Court ruling. Court lifts stay.
- 7 x. ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
8 Case No. 30-2013-00694012-CU-OE-CXC. Wage and Hour Class Action seeking
9 past wages for overtime, meal and rest period violations, and penalties on behalf of
10 non-exempt production, maintenance, shipping, and receiving employees
11 employed by Defendant in California. Plaintiff counsel appointed as lead counsel.
12 Case settled. Final Approval granted, no objections and funds fully distributed.
- 13 y. ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
14 Wage and Hour Class Action seeking past wages for overtime, meal and rest
15 period violations, and penalties on behalf of non-exempt manufacturing employees
16 employed by Defendant in California. Plaintiff counsel appointed as lead counsel.
17 Case settled. Final Approval granted, no objections and funds fully distributed.
- 18 z. ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
19 00637062-CU-OE-CXC, Wage and Hour Class Action seeking past wages for
20 meal period violations, and non-compliant wage statements on behalf of non-
21 exempt production employees employed by Defendant in California. Plaintiff
22 counsel appointed as lead counsel. Case settled. Final Approval granted, no
23 objections and funds fully distributed.
- 24 aa. ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
25 00653425-CU-OE-CXC. Wage and Hour Class Action seeking past wages for
26 overtime, meal and rest period violations, inaccurate wage statements, and
27 penalties on behalf of non-exempt employees employed by Defendant in
28

California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and distribution of funds pending.

bb. **Guitierrez v. HMT Tank**, USDC Central Dist., Case No. CV14-1967-

CAS(MANx). Wage and Hour Class Action seeking past wages for meal and rest period violations, failure to indemnify necessary expenses, inaccurate wage statements, and penalties on behalf of non-exempt employees working in positions related to servicing, refabricating, and repairing storage tanks employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

cc. **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2021-

0009616. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, reimbursements, and penalties on behalf of non-exempt restaurant employees employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, and funds fully distributed.

dd. **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-

OE-CXC. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, and penalties on behalf of non-exempt retail clerks employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

ee. **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No.

30-2012-00611260. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations, reimbursements, and penalties on behalf of non-exempt employees employed by Defendant in California. Plaintiff counsel appointed as lead counsel. Case settled. Final Approval granted, no objections and funds fully distributed.

ff. **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case No. 30-2011-00460278.

Wage and Hour Class Action seeking past wages for overtime, meal and rest

1 period violations, reimbursements, and penalties on behalf of non-exempt
2 production workers employed by Defendant in California. Plaintiff counsel
3 appointed as lead counsel. Case settled. Final Approval granted, no objections and
4 funds fully distributed.

5 75. The parties' Settlement Agreement asks the Court to award in attorneys' fees what
6 would be one-third of the Maximum Settlement Amount (\$250,000.00), which is respectfully
7 believed to be reasonable. My firm has borne the entire risk and cost of this litigation on a pure
8 contingency basis. The legal issues raised in this case were complex and drew significantly upon
9 the experience of Class Counsel. The proposed attorneys' fees accurately reflect the legal
10 marketplace and are within the range of customarily approved fees by California courts.

11 76. Despite the complexity of the case, Class Counsel has, through our investment of
12 substantial effort and resources, secured an outstanding settlement on behalf of the Class
13 Members. The issues and arguments Class Counsel has encountered and overcome in arriving at
14 the parties' negotiated settlement terms were also many and complex and required skillful
15 advocacy that can arise only out of experience, professional perspective, and success. Plaintiffs
16 would have faced substantial legal and factual obstacles in demonstrating that Class certification
17 was appropriate and that they would prevail on the merits in light of Defendant's asserted
18 defenses. Still, Class Counsel has negotiated a substantial settlement on behalf of the Class for
19 such claims. Plaintiffs would have also been required to establish a significant amount of witness
20 testimony, and other evidence in order to evaluate and present arguments at both class
21 certification and trial. Defendant has vigorously challenged the claims pled in the operative
22 complaint, contest liability, the amount of claimed damages, the propriety of the Class
23 Certification, and would have continued to do so through trial. Accordingly, Class Counsel
24 believe the Settlement to be fair, reasonable, and adequate and that it is in the best interest of the
25 Class Members. The fairness and adequacy of the Settlement is confirmed by all known facts and
26 circumstances, including the risk of significant delay and uncertainty associated with litigation,
27 the various defenses asserted by Defendant, the uncertainty of the Covid-19 pandemic, and
28

1 numerous potential appellate issues. Defendant and Defendant's Counsel also agree that the
2 settlement is fair, reasonable, and adequate.

3 77. Plaintiffs and Class Counsel respectfully submit the fees and costs provision of the
4 Settlement is fair and reasonable both when cross-checked under the lodestar and common fund
5 method. The total billable hours that I and my firm have invested and will invest in prosecuting
6 this action, should the settlement be approved by this honorable Court, is substantial. Our fees
7 and costs request is fair and reasonable because we have expended substantial time and effort in
8 achieving the proposed Settlement, including the following tasks: investigating the factual and
9 legal basis of the action; analyzing documents provided by Plaintiffs, including personnel,
10 payroll, and policy documents; investigating Defendant's organization and structure from
11 publicly available information; preparing the Complaint; drafting formal discovery; responding to
12 formal discovery; preparing and reviewing informal document and data discovery requests;
13 engaging in meet and confer efforts regarding informal discovery and mediation preparation;
14 preparing motions and attending court hearings and case management conferences; preparing the
15 first amended complaint; preparing the LWDA letter; reviewing documents relating to
16 Defendant's individual settlement program and preparing for potential motion practice;
17 interviews with witness and potential class members; reviewing and analyzing the documents
18 produced by Defendant, including the class list and payroll information; drafting the Belaire
19 notice and monitoring the Belaire notice process; working with an expert to prepare for
20 mediation; preparing complex damages analysis and extrapolation of damages to the entire Class;
21 preparing for and attending a full day mediation; negotiating and finalizing a Settlement
22 Agreement with Defendant's Counsel after the mediation; soliciting proposals from settlement
23 administrators; and drafting preliminary and final approval motions and supporting papers.

24 78. I am the founding partner at James Hawkins, APLC and have devoted 128.4 hours
25 in prosecuting this case on behalf of Plaintiffs and the Class. My hourly rate is \$900 per hour.
26 The number of hours I have expended for work performed and the corresponding attorney's fees
27 of \$115,560.00 are reasonable and necessary. I graduated from the University of California, Los
28 Angeles in 1993 and received my law degree from Whittier Law School in 1997. I was also a full-

1 time Judicial Extern for United States District Judge Consuelo B. Marshall and the United States
2 Attorney's Office. I have been a member of the State Bar of California since 1997. From 1997 to
3 2007, I was a named partner at Hawkins & Sofonio, a law firm based out of Irvine, California. At
4 Hawkins & Sofonio, I pioneered the employment department litigating plaintiff related
5 employment issues such as wrongful termination, age discrimination, disability, wage and hour,
6 and sexual harassment claims. Through the success and experience I obtained litigating
7 employment related matters, I commenced litigating wage and hour class actions in 2002. Since
8 then, I have spent the vast majority of my practice litigating Wage and Hour Class Actions. In
9 2007, I incorporated my wage and hour class action practice as James Hawkins, APLC. Since its
10 inception, this law firm has been exclusively involved in class action and complex litigation. In
11 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour class actions.
12 Since 2002, I have led or co-lead counsel in hundreds of wage and hour class actions.

13 79. Christina Lucio is Of Counsel to James Hawkins, APLC and has been the day to
14 day attorney on this case. She has devoted 127 hours in prosecuting the Action. Such hours were
15 reasonable and necessary. Ms. Lucio graduated from the University of California, Riverside in
16 2003 and received her law degree from the University of Southern California, Gould School of
17 Law (USC Law School) in 2007. She has been a member of the State Bar of California since
18 2007 and is a member of the Labor and Employment Law section of the California Bar
19 Association and American Bar Association. She was selected as a "Rising Star" for 2015 by
20 Super Lawyers Magazine. Ms. Lucio focuses primarily on employment law including wrongful
21 termination, discrimination, retaliation, wage and hour violations (individual and class action),
22 and sexual harassment claims. In recent years, a substantial part of her practice has been focused
23 on class actions, including wage and hour litigation. Ms. Lucio's hourly rate is \$775 per hour.
24 The number of hours Ms. Lucio expended for work performed and the corresponding attorney's
25 fees of \$98,425.00 are reasonable and necessary.

26 80. Malte L. L. Farnaes is Of Counsel to James Hawkins APLC. Mr. Farnaes has
27 devoted 25.2 hours in representing the Class in this case. Mr. Farnaes is a 1997 graduate of the
28 University of California at San Diego and received a law degree from the University of San

1 Diego School of Law in 2002, where he served as Lead Articles Editor for the San Diego Law
2 Review. He is a member of the State Bar of California, admitted in 2002. Mr. Farnaes is a
3 member of the San Diego County Bar Association, and he is also the Honorary Consul of
4 Denmark in San Diego. He was selected as a "Super Lawyer" in 2015 by Super Lawyers
5 Magazine. Mr. Farnaes has represented both plaintiffs and defendants in numerous class actions
6 and has successfully tried several civil matters to verdict. His main areas of practice include civil
7 tort litigation, business torts, intellectual property, employment, and class action cases. In recent
8 years, Mr. Farnaes has emphasized wage and hour class action litigation, including all aspects of
9 the evolving nature of California and federal employment law. Mr. Farnaes' hourly rate is \$700
10 per hour. The number of hours he expended on the case, and the resulting attorney's fees of
11 \$17,640.00 are reasonable and necessary.

12 81. Mitchell Murray is Of Counsel to James Hawkins APLC. Mr. Murray is a 2007
13 graduate of the University of California, San Diego and 2012 graduate of California Western
14 School of Law. He was admitted to the State Bar of California in 2012. He is a member of the
15 Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super Lawyers
16 Magazine. Mr. Murray's legal experience has focused primarily on employment law. Since 2016,
17 he has focused his practice in the area of wage and hour class action. Mr. Murray has dedicated
18 7.70 hours in prosecuting this action on behalf of Plaintiffs and the class. Mr. Murray's hourly
19 rate is \$595.00 per hour. The number of hours expended by Mr. Murray for work performed and
20 the corresponding attorney's fees of \$4,581.50 are reasonable and necessary.

21 82. Paul Brown is a junior associate attorney at Farnaes & Lucio APC. Mr. Brown is a
22 2014 graduate of New York University and 2021 graduate of the University of San Francisco
23 School of Law. He was admitted to the State Bar of California in 2021. Mr. Brown has dedicated
24 25.6 hours in prosecuting this action on behalf of Plaintiffs and the class. Mr. Brown's hourly rate
25 is \$400.00 per hour. The number of hours expended by Mr. Brown for work performed and the
26 corresponding attorney's fees of \$10,240.00 are reasonable and necessary.

27 83. Danielle Piskor was a litigation associate attorney at Farnaes & Lucio APC and is
28 currently a deputy public defender for the County of San Diego. Ms. Piskor is a 2016 graduate of

1 the University of Texas at Austin and 2020 graduate of the California Western School of Law.
2 She was admitted to the State Bar of California in 2021. Ms. Piskor has dedicated 0.3 hours in
3 prosecuting this action on behalf of Plaintiffs and the class. Ms. Piskor's hourly rate is \$400.00
4 per hour. The number of hours expended by Ms. Piskor for work performed and the
5 corresponding attorney's fees of \$120.00 are reasonable and necessary.

6 84. Tri Luu was an associate attorney at Farnes & Lucio APC and is currently an
7 associate attorney for Skaja, Daniels, Lister & Permito, LLP. Mr. Luu is a 2017 graduate of
8 National University and 2020 graduate of the California Western School of Law. He was
9 admitted to the State Bar of California in 2021. Mr. Luu has dedicated 40.9 hours in prosecuting
10 this action on behalf of Plaintiffs and the class. Mr. Luu's hourly rate is \$400.00 per hour. The
11 number of hours expended by Mr. Luu for work performed and the corresponding attorney's fees
12 of \$16,360.00 are reasonable and necessary.

13 85. Anthony Rivera was an associate attorney at James Hawkins APLC and is
14 currently general counsel and chief information officer at Starblast and Brian Hall Properties. Mr.
15 Rivera is a 2015 graduate of Park University and 2018 graduate of the California Western School
16 of Law. He was admitted to the State Bar of California in 2019. Mr. Rivera has dedicated 7.1
17 hours in prosecuting this action on behalf of Plaintiffs and the class. Mr. Rivera's hourly rate is
18 \$400.00 per hour. The number of hours expended by Mr. Rivera for work performed and the
19 corresponding attorney's fees of \$2,840.00 are reasonable and necessary.

20 86. Our paralegals have dedicated 89.8 hours in assisting with the prosecution of this
21 case. Their hourly rate is \$200.00 per hour. The number of hours expended for work performed
22 and the corresponding fees of \$17,960.00 are reasonable and necessary.

23 87. I submit that the requested attorneys' fees of one-third the Maximum Settlement
24 Amount that Class Counsel has obtained on behalf of the Class Members is fair and reasonable,
25 as are the hourly rates at which our attorneys bill.

26 88. The total fees incurred by attorneys and paralegals in this case on behalf of
27 Plaintiffs and the class amounts to a lodestar of approximately \$283,726.50. This corresponds to a
28 lodestar multiplier of 0.88.

89. The Settlement that Class Counsel has negotiated on behalf of the Class confronts very difficult and individualized issues which make certification and proof of merits challenging and work intensive. I and our firm's attorneys and paralegals have secured this Settlement through persistent advocacy of the class claims, which has applied legal nuances and negotiation techniques to achieve a very favorable result for the Class Members. Other attorneys without our experience and comprehensive knowledge and perspective in connection with complex employment litigation may not have been able to achieve such superior settlement terms on behalf of the Class in the relatively short time frame in which we negotiated this settlement. I believe the requests amount of up to \$250,000.00 in attorneys' fees under the Settlement is a reasonable allocation given the excellent result we have secured for the Class Members. I, therefore, respectfully request the Court approve the allocated attorneys' fees under the Parties' Settlement. Defendant and its counsel do not oppose the requested fee allocation.

90. In serving as Plaintiffs' counsel and Class Counsel in this matter, my firm will also seek reimbursement for the out-of-pocket costs of \$14,813.91. Any sums not awarded will be available for distribution to the Class as part of the Net Settlement Amount. I will provide the Court with a detailed summary of the total costs at the time of the Final Approval Motion. I believe that all of these fees and costs are reasonable and necessarily incurred in litigating this matter and in pursuit of the settlement.

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

Executed on this 1st day of February 2023 in Irvine, California

/James R. Hawkins, Esq./

James R. Hawkins, Esq.

EXHIBIT A

1 LEWIS BRISBOIS BISGAARD & SMITH LLP

JEFFREY S. RANEN, SB# 224285

2 E-Mail: Jeffrey.Ranen@lewisbrisbois.com

JOSHUA D. CARLON, SB# 263838

3 E-Mail: Joshua.Carlon@lewisbrisbois.com

ANDREA L. STEFFAN, SB# 332596

4 E-Mail: Andrea.Steffan@lewisbrisbois.com633 West 5th Street, Suite 4000**5** Los Angeles, California 90071

Telephone: 213.250.1800

6 Facsimile: 213.250.7900**7** Attorneys for Defendant, SILVERADO SENIOR LIVING MANAGEMENT, INC.**8** James R. Hawkins (SBN 192925)

Christina M. Lucio (SBN 253677)

9 JAMES HAWKINS APLC

9880 Research Drive, Suite 200

10 Irvine, California 92618

Telephone: (949) 387-7200

11 Facsimile: (949) 387-6676

James@Jameshawkinsaplc.com

12 Christina@Jameshawkinsaplc.com**13** Attorneys for Plaintiff JULIO C. ROVIRA,
on behalf of himself and all others similarly situated**14****15** SUPERIOR COURT OF THE STATE OF CALIFORNIA**16****17** COUNTY OF ORANGE**18****19****20** JULIO C. ROVIRA, individually and on
behalf of himself and all others similarly
situated,**21**

Plaintiff,

22

v.

23**24** SILVERADO SENIOR LIVING
MANAGEMENT, INC., a Delaware
Corporation, and DOES 1-50, inclusive,**25**

Defendants.

26**27****28**

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

Assigned for All Purposes To:

Hon. Glenda Sanders

Dept.: CX-101

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Action Filed: March 5, 2020

Trial Date: None Set

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs JULIO ROVIRA,
2 LORENA RENTERIA, and VIRGILIO SANTOS (“Plaintiffs”), on behalf of themselves and all
3 others similarly situated to them and as defined below, and SILVERADO SENIOR LIVING
4 MANAGEMENT, INC. (“Defendant”), as set forth below:

5 **I. The Conditional Nature of This Stipulation**

6 Defendant and Class Representatives enter into this Joint Stipulation of Class Action and
7 PAGA Settlement and Release (“Stipulation,” “Settlement,” or “Settlement Agreement”),
8 including all associated exhibits or attachments, in compromise of disputed claims for the sole
9 purpose of resolving the matters entitled *Julio C. Rovira v. Silverado Senior Living Management,*
10 *Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC (“Action” or
11 “Litigation”). The Settlement is subject to approval by the court. In the event that the Court does
12 not execute and file the Final Approval Order and Judgment, or in the event that the associated
13 Judgment does not become final for any reason, this Stipulation will be deemed null and void, it
14 will be of no force or effect whatsoever, it will not be referred to or used for any purpose
15 whatsoever, and the negotiation, terms and entry of it shall remain subject to the provisions of
16 California Evidence Code §§ 1119 and 1152.

17 Defendant denies all of the claims and allegations asserted in the Litigation (as defined
18 herein). Defendant has agreed to resolve this Litigation via this Stipulation, but to the extent this
19 Stipulation is deemed void or does not take effect, Defendant does not waive, but rather expressly
20 reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural
21 and factual grounds, including without limitation the ability to challenge suitability for class
22 treatment or representative adjudication on any grounds or to assert any and all defenses or
23 privileges. The Class Representatives and their counsel agree that Defendant retains and reserves
24 these rights. In particular, the Class Representatives and their counsel waive and agree not to
25 argue or to present any argument that Defendant would be estopped from contesting class
26 certification because it has entered into this Stipulation.

27 **II. The Parties to this Stipulation**

28 This Stipulation (with the associated exhibits) is made and entered into by and among

1 Plaintiffs (on behalf of themselves and each of the members of the Class) and Defendant
2 (Plaintiffs and Defendant shall be referred to collectively as “Parties”). This Stipulation is
3 intended by the Parties to result in a Judgment and to fully, finally, and forever resolve, discharge
4 and settle the Released Claims (defined below) upon and subject to the terms and conditions
5 thereof.

6 **III. Procedural Posture**

7 On March 5, 2020, Plaintiff Rovira commenced a class action suit against Defendant by
8 filing his Class Action Complaint for Damages in Orange County Superior Court. In connection
9 with the Settlement Agreement, Plaintiff Rovira filed his First Amended Complaint in order to
10 include a claim for PAGA penalties and adding Plaintiff Renteria and Plaintiff Santos to this
11 matter as additional Plaintiffs.

12 On June 9, 2021, the Parties participated in mediation before Steve Serratore. The
13 mediation was a successful, arms-length negotiation, that resulted in a mediators proposal
14 ultimately accepted by both parties, with the Parties agreeing to settle this matter and enter into
15 this Stipulation.

16 **IV. Defendant’s Denial of Wrongdoing or Liability**

17 Defendant denies all of the claims and contentions alleged by the Plaintiffs in the Litigation,
18 and has asserted multiple defenses to liability, class certification, and damages. Defendant does not,
19 by this Settlement Agreement or otherwise, admit any liability of wrongdoing of any kind.
20 Nonetheless, Defendant has taken into account the uncertainty and risks inherent in any litigation,
21 particularly class action litigation, and concluded that to continue the Litigation would be protracted
22 and expensive and that it is desirable that the Litigation be fully and finally settled in the manner
23 and upon the terms and conditions set forth in this Stipulation.

24 The Parties understand and acknowledge that this Settlement Agreement constitutes a
25 compromise and settlement of disputed claims. No action taken by the Parties whether previously
26 or in connection with the negotiations or proceedings connected with the Settlement or this
27 Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations,
28 claims, or defenses heretofore made, or an acknowledgment or admission by any party of any fact,

1 fault, liability, or wrongdoing of any kind whatsoever.

2 Neither the Settlement, nor any act performed or document executed pursuant to or in
3 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or
4 evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any
5 wrongdoing or liability of the Released Parties (as defined below); or (b) is or may be deemed to
6 be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released
7 Parties, in the Litigation or in any proceeding in any court, administrative agency or other tribunal;
8 or construed as an admission by Plaintiffs regarding the validity of any allegation or claim asserted
9 in this Action or that Plaintiffs have waived any allegation or claim asserted in the Action.

10 In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the
11 extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense
12 to, and may be used as the basis for an injunction against, any action, suit or other proceeding that
13 may be instituted, prosecuted or attempted in breach of this Settlement Agreement or the releases
14 contained herein.

15 In light of the above, Defendant has determined that it is desirable and beneficial to it that
16 the Litigation be settled in the manner and upon the terms and conditions set forth in this
17 Stipulation.

18 **V. Claims of the Class Representatives and Benefits of Settlement**

19 The Class Representatives believe that the claims asserted in the Litigation have merit. The
20 Class Representatives and Class Counsel recognize and acknowledge, however, the expense and
21 time associated with continued litigation against Defendant through class certification, trial, and/or
22 appeals. The Class Representatives and Class Counsel have also taken into account the uncertain
23 outcome and risks of any litigation, and in particular putative class actions such as this Litigation,
24 as well as the difficulties and delays inherent in such litigation. The Class Representatives and Class
25 Counsel are also mindful of the inherent problems of proof in establishing and overcoming potential
26 defenses to the claims asserted in the Litigation. In light of these considerations, the Class
27 Representatives and Class Counsel believe that the Settlement set forth in the Stipulation confers
28 substantial benefits and is in the best interests of the Class.

1
2 **VI. Terms of Stipulation and Agreement of Settlement**

3 **1. Definitions**

4 As used in all parts of this Stipulation (including the exhibits which are incorporated as part
5 of the Stipulation), the following terms have the meanings specified below:

6 1.1 “Settlement Class” or “Class Members” means any and all current and former
7 hourly-paid or non-exempt employees who worked for Defendant within the State of California at
8 any time from September 20, 2017 to September 13, 2021, and that did not execute an arbitration
9 agreement related to their work for Defendant.

10 1.2 “Class Counsel” means James Hawkins and Christina Lucio of James Hawkins
11 APLC, 9880 Research Drive, Suite 200 Irvine, CA 92678.

12 1.3 “Class Period” means the time period from September 20, 2017 to September 13,
13 2021.

14 1.4 “Court” means the Superior Court of the State of California, for the County of
15 Orange.

16 1.5 “Effective Date” means the later of: (a) if no objections to the Settlement are
17 submitted, the date on which the Court issues the Final Approval Order and Judgment; (b) if any
18 objections to the Settlement are submitted, the date which is forty-five (45) calendar days after notice
19 of entry of the Final Approval Order and Judgment if no notice is filed within that time seeking
20 appeal of the Final Approval Order and Judgment and if no motion for extension to appeal is filed;
21 or (c) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting
22 from the notice of appeal have been terminated in such a manner as to permit the Final Approval
23 Order and Judgment to take effect in substantially the form described herein

24 1.6 “Employer Taxes” means Defendant’s share of payroll taxes (e.g. UI, ETT, Social
25 Security, and Medicare taxes) with respect to the wages portion of Individual Settlement Amounts,
26 which will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

27 1.7 “Skip Tracing” means the utilization of Accurint or Experian, after the Reasonable
28 Address Verification, to review the accuracy of and, if possible, to update a mailing address for a

1 Class Member in the event that his or her Class Notice is returned to the Settlement Administrator
2 as undeliverable without a forwarding address.

3 1.8 “Maximum Settlement Amount” is the amount of Seven Hundred and Fifty
4 Thousand Dollars and Zero Cents (\$750,000.00), which is the maximum amount to be paid by
5 Defendant pursuant to the Settlement Agreement, which will include: Attorneys’ Fees and Costs,
6 Settlement Administration Costs, Service Payments, LWDA Payment, and the Net Settlement
7 Amount.

8 1.9 “Individual Settlement Amount” means an individual Participating Class Member’s
9 share of the Net Settlement Amount, which will be allocated as 20% wages and 80% interest and
10 penalties. Individual Settlement Amounts will be calculated by multiplying the Net Settlement
11 Amount by the Payment Ratio Fraction of each Participating Class Member.

12 1.10 “Individual Settlement Payment” means the net payment of a Participating Class
13 Member’s Individual Settlement Amount, after reduction for the applicable taxes.

14 1.11 “Last Known Address” means the most recently recorded mailing address for a Class
15 Member, as such information is contained in employment, payroll, or personnel records maintained
16 by Defendant.

17 1.12 “Net Settlement Amount” means the Maximum Settlement Amount, less the amount
18 that will be available for payment to all Participating Class Members (subject to the occurrence of
19 the Effective Date), and is calculated by subtracting all of the following from the Maximum
20 Settlement Amount: (1) attorneys’ fees in the amount of up to \$250,000.00 and reimbursement of
21 litigation costs and expenses in the amount of up to \$25,000.00 to Class Counsel (“Attorneys’ Fees
22 and Costs”); (2) service award to Plaintiff Rovira in the amount of up to \$7,500.00 and to Plaintiff
23 Renteria and Plaintiff Santos in the amount of up to \$2,500 each (“Service Payment”); (3) fees and
24 expenses of administration of the Settlement to the Settlement Administrator in an amount not to
25 exceed \$16,400.00 (“Settlement Administration Costs”); and (4) the seventy-five percent (75%)
26 share of PAGA Penalties (“LWDA Payment”) in the amount of \$37,500.00 to the California Labor
27 and Workforce Development Agency (“LWDA”). The Net Settlement Amount is currently
28 estimated to be approximately \$408,600, and this figure may change depending on the actual

1 amounts awarded by the Court for the Settlement Administration Costs, Attorneys' Fees and Costs,
2 and Service Payments, and approved by the Court for PAGA Penalties.

3 1.13 "Notice of Class Action Settlement" or "Class Notice(s)" means a notice titled
4 "Notice of Class Action Settlement" to be approved by the Court, substantially in the form attached
5 hereto as "**Exhibit 1.**" The Notice of Class Action Settlement will constitute the class notice
6 pursuant to California Rule of Court, Rule 3.769(f).

7 1.14 "Opt Out" means a Class Member's act of excluding him or herself from the
8 Settlement, by way of submitting a timely and valid Request for Exclusion to the Settlement
9 Administrator, in conformity with the requirements set forth herein and in the Class Notice.

10 1.15 "Final Approval Order and Judgment" means the judgment and order to be entered
11 by the Court, substantially in the form that the parties mutually agree to and lodge with the Court,
12 which will be a judgment for purposes of California Rule of Court, Rule 3.771(a) ("Judgment") and
13 constitute approval pursuant to California Rule of Court, Rule 3.769(a). The Final Approval Order
14 and Judgment will be posted on the Settlement Administrator's website for a period of sixty (60)
15 calendar days in compliance with California Rule of Court, Rule 3.771(b).

16 1.16 PAGA Penalties" means the penalties pursuant to California Labor Code §§ 2698, *et*
17 *seq.*, the Private Attorneys General Act of 2004 ("PAGA") in the amount of \$50,000.00 to be paid
18 in settlement of the PAGA claims in the Litigation. PAGA Penalties are to be approved by the Court
19 pursuant to California Labor Code § 2699 and are to be distributed as follows: seventy-five percent
20 (75%) to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) to be a part of the
21 Net Settlement Sum that will be distributed to Participating Class Members.

22 1.17 "Participating Class Members" or "Settlement Class" means all Class Members who
23 do not Opt Out pursuant to Paragraph 3.3.4 and, thus, become bound by the Judgment.

24 1.18 "Payment Ratio Fraction" means a fraction that has as its numerator the Participating
25 Class Member's individual Workweeks and has as its denominator the total aggregate Workweeks
26 of all Participating Class Members.

27 1.19 "Person" means a natural person, corporation, company, partnership, firm,
28 association, or society.

1 1.20 “Preliminary Approval Date” means the date on which the Court grants preliminary
2 approval of the Settlement.

3 1.21 “Preliminary Approval Order” means an order to be executed and filed by the Court,
4 substantially in the form that the parties mutually agree to and lodge with the Court, which will
5 constitute an order certifying a provisional class for settlement purposes only pursuant to California
6 Rule of Court, Rule 3.769(d) and an order setting a Final Approval Hearing pursuant to California
7 Rule of Court, Rule 3.769(e).

8 1.22 “Reasonable Address Verification” means the utilization of the National Change of
9 Address Database maintained by the United States Postal Service to review the accuracy of and, if
10 possible, update a mailing address.

11 1.23 “Released Claims” means all claims, demands, rights, liabilities and causes of action
12 of every nature and description whatsoever including without limitation statutory, constitutional,
13 contractual or common law claims, against the Released Parties (as defined below), and any of them,
14 for relief and penalties, that accrued during the Class Period, and as a result of Class Members’
15 employment by Defendant in California, that arise under any state or local law or state administrative
16 order that was or could have been pled based on the facts alleged in the Operative Complaint,
17 including claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide
18 compliant meal periods and/or associated premiums, failure to provide compliant rest periods and/or
19 associated premiums, failure to pay wages timely at termination, failure to reimburse for business,
20 unfair competition, PAGA penalties and violations of California Labor Code §§ 201, 202, 203, 204,
21 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 17200, 2800, 2802 the applicable Wage
22 Order of the Industrial Wage Commission, civil penalties pursuant to § 2698, *et seq.* and other
23 related penalties, and California Business & Professions Code §§ 17200 to 17208, including without
24 limitation all related claims for restitution and other equitable relief arising from California Business
25 and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys’ fees or
26 litigation costs, and any other related claims and/or penalties, including civil penalties. The release
27 does not extend to any claims not alleged in the operative Class Action Complaint (including without
28 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.

1.24 "Released Parties" means Defendant Silverado Senior Living Management, Inc., and each of its parent companies, subsidiaries, affiliates, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

1.25 "Response Deadline" means the date that is sixty (60) calendar days after the date on which the Settlement Administrator initially mails the Class Notice to the Class Members, which will be the deadline for a Class Member to Opt Out, dispute the number of Workweeks credited to him or her, and/or object to the Settlement, and which will be indicated on the Class Notice that is mailed to the Class Members.

1.26 "Request for Exclusion" means a written request to be excluded from the Settlement, which must be made in writing submitted to the Settlement Administrator by mail, postmarked on or before the Response Deadline, and which must contain the case name (*Julio C. Rovira v. Silverado Senior Living Management, Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC), as well as the Class Member's full name, address, telephone number, last four (4) digits of his or her Social Security number, and signature, and a clear statement indicating that he or she seeks to exclude him or herself from the Settlement.

1.27 "Settlement Administrator" means the third-party settlement administration firm,

1 _____.

2 1.28 “Final Approval Hearing” means a hearing set by the Court for the purpose of
3 determining the fairness, adequacy and reasonableness of the Settlement pursuant to class action
4 procedures and requirements and entering Judgment, and required under California Rule of Court,
5 Rule 3.769(a).

6 1.29 “Unknown Claims” means any Released Claims which the Class Representatives do
7 not know or suspect to exist in their favor at the time of the entry of the Judgment, and which if
8 known might have affected the settlement with and release of Defendant.

9 1.30 “Updated Address” means a mailing address that was updated via a Reasonable
10 Address Verification, via an updated mailing address provided by the United States Postal Service
11 or a Class Member, via Skip Tracing, or via a Locator Service.

12 1.31 “Workweeks” means the numbers of workweeks worked by the Class Members as
13 hourly-paid or non-exempt employees for Defendant during the Class Period.

14 **2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and**
15 **Other Obligations of Defendant and the Settlement Administrator**

16 2.1 Defendant will fund the total Maximum Settlement Amount, along with the
17 Employer Taxes (which will be paid by Defendant separately and in addition to the Maximum
18 Settlement Amount). The Maximum Settlement Amount will be paid as follows: Defendant shall
19 deposit the required maximum payout of \$750,000.00 with the Settlement Administrator in one
20 installment no later than thirty (30) days after the Effective Date. If the Court’s approval of this
21 settlement is overturned on appeal, all settlement funds deposited by Defendant with the Settlement
22 Administrator to date shall be refunded to Defendant within fourteen (14) days of the Court’s order
23 declining to approve the settlement, and Defendant shall be excused from making any further
24 settlement payment installments.

25 2.2 The Settlement Administrator will administer the Settlement and perform any
26 function related to settlement administration at the agreed-upon instruction of both Class Counsel
27 and Defendant, including, and not limited to, establishing and maintaining a settlement website and
28 toll-free telephone line for Class Members to call with inquiries regarding the Settlement,

1 distributing the Class Notice, performing skip traces with respect to Class Notices that are returned
2 as undeliverable and without a forwarding address on or before the Response Deadline, receiving
3 and processing Requests for Exclusion and objections to the Settlement, adjudicating Class
4 Members' disputes regarding Workweeks, providing Class Counsel and counsel for Defendant with
5 weekly updates on the status of the settlement administration process (including the names and
6 percentages of Class Members who Opt Out or object), calculating and handling inquiries regarding
7 the calculation of the Individual Settlement Amounts, preparing a declaration to submit to the Court
8 that details the settlement notice administration process and identifies each Class Member who Opts
9 Out, and distributing the Maximum Settlement Amount. The actions of the Settlement
10 Administrator will be governed by the terms of this Stipulation. The Parties, through their counsel,
11 may provide written information needed by the Settlement Administrator pursuant to the
12 Stipulation.

13 2.3 The Parties agree to cooperate in good faith and to coordinate with each other and
14 the Settlement Administrator to carry out the terms of the Settlement, including, without limitation,
15 by providing reasonably available information regarding Class Members.

16 2.4 Defendant, through the Settlement Administrator, will distribute payments as
17 follows:

18 (a) Class Representative Enhancement Payment: Subject to Court approval, the
19 Plaintiff Rovira shall receive a service award of \$7,500.00 and Plaintiffs Renteria and Santos shall
20 receive service awards of \$2,500 each. Defendant agrees not to oppose the amount of the Named
21 Plaintiffs' and Class Representatives' service award. Since it is the intent of the Parties that the
22 service award to the Named Plaintiffs and Class Representatives is for their service to the Class
23 Members, and not wages, the Claims Administrator will not withhold any taxes from the service
24 award. The Claims Administrator will report the service award on a Form 1099, which it will
25 provide to the Named Plaintiffs and Class Representatives and to the pertinent taxing authorities.

26 (b) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their
27 Application for Award of Attorneys' Fees and Costs to the Court before the Final Approval
28 Hearing. Class Counsel will seek attorneys' fees and costs in the amount of \$250,000.00, and

1 actual costs up to \$25,000.00, subject to court approval. Class Counsel shall serve Defendant with
2 copies of all documents in support of their Application for Award of Attorneys' Fees and Costs.
3 Defendant agrees not to oppose the Application for Award of Attorneys' Fees and Costs. The
4 Claims Administrator will report the attorneys' fees and costs award on a Form 1099, which it will
5 provide to Class Counsel and to the pertinent taxing authorities.

6 (c) Claims Administration Costs: Subject to Court approval, the Claims
7 Administrator shall be paid an amount which is expected to not exceed \$16,400.00 for all fees and
8 costs relating to the administration of this settlement, all tax document preparation, custodial fees
9 and accounting fees, all costs and fees associated with preparing, issuing, and mailing any and all
10 Class Notices, all costs and fees associated with computing, reviewing, and paying distributions
11 from the Maximum Settlement Amount, all costs and fees associated with preparing any tax
12 returns and any other filings required by any governmental taxing authority or agency, all costs
13 and fees associated with preparing any other notices, reports, or filings to be prepared in the course
14 of administering disbursements from the Maximum Settlement Amount, and any other costs and
15 fees incurred and/or charged by the Claims Administrator in connection with the execution of its
16 duties under this Stipulation.

17 2.5 No later than forty-five (45) calendar days after Effective Date and fifteen (15)
18 calendar days after the payment of funds to the Settlement Administrator, Defendant, through the
19 Settlement Administrator, and according to the terms, conditions and procedures set forth in
20 Paragraph 2.6 of this Stipulation, shall pay to each Participating Class Member their Individual
21 Settlement Amount. Each of the payments to Participating Class Members will be inclusive of
22 interest and penalties, including PAGA and wage statement penalties, and will be allocated as
23 follows: 20% to satisfaction of claims for unpaid wages; 80% to the satisfaction of claims for
24 interest and penalties. All settlement payments for wages shall be subject to required withholdings
25 and deductions as W-2 wage payments. With regard to payments in settlement of claims for
26 penalties and interest, these payments shall be issued through a 1099 form and not subject to
27 withholdings or deductions.

28 2.6 The Claims Administrator shall compute the Individual Settlement Amount for the

1 Participating Class Members as follows:

2 (a) The payment of the Individual Settlement Amounts will be calculated by
3 using the formula set forth in Paragraph 1.9.

4 (b) The Parties agree that the above-described formula and distribution methods
5 are reasonable and fair in light of the Parties' investigation of the claims of the Class, and the
6 relative degree of uncertainty, risk of outcome of further litigation, and difficulties and delays
7 inherent in such litigation of these claims.

8 2.7 Defendant, through the Claims Administrator, will report each payment made on
9 the Maximum Settlement Amount to government authorities including the Internal Revenue
10 Service as required by law, and it shall make all required deductions and/or withholdings.
11 Defendant, through the Claims Administrator, shall report payments for penalties and interest to
12 the Internal Revenue Service (and other relevant governmental agencies) as non-wage income in
13 the year of payment on a Form 1099, or similar form issued to the Participating Class Members in
14 question.

15 2.8 To the extent that there are excess funds from uncashed checks or Class Members
16 who cannot be located, the parties agree that such funds shall be submitted to Taller San Jose
17 Hope Builders, a 26 U.S. Code section 501(c)(3) non-profit organization that serves indigent and
18 at-risk youth by providing job training around Southern California, 180 days after the checks have
19 been mailed to the Class Members.

20 **3. Procedure for Approval and Implementation of Settlement**

21 **3.1 Preliminary Approval**

22 3.1.1 The Class Representatives, through their counsel of record, will file an
23 unopposed motion for preliminary approval of Settlement, seeking an order approving the
24 Settlement pursuant to the California Rule of Court, Rule 3.769(e), and this Stipulation will be filed
25 with the Court contemporaneously and/or as part of the motion. By way of the motion, the Class
26 Representatives will request that the Court enter a Preliminary Approval Order, approving the
27 distribution of the Class Notice and scheduling the Final Approval Hearing (pursuant to California
28 Rule of Court, Rule 3.769(e)) for the purposes of determining whether to grant final approval of the

1 Settlement and enter Judgment in conformity with California Rule of Court, Rule 3.769(h). The
2 motion for preliminary approval of Settlement will be filed with the Court no later than thirty (30)
3 calendar days after receipt of the fully executed Stipulation by Class Counsel.

4 3.1.2 The Settlement will be void if the Court categorically refuses to enter the
5 Preliminary Approval Order in its entirety or in a substantially similar form; however, the Parties
6 are to take all reasonable steps to cure any non-material issues so as to avoid the Settlement being
7 void.

8 3.2 Notice to Class Members

9 3.2.1 No later than twenty (20) calendar days after the Preliminary Approval Date,
10 the Settlement Administrator will mail the Court-approved Class Notice to all Class Members. The
11 Class Notice will be mailed via first class mail through the United States Postal Service. The
12 envelope containing the Class Notice will bear the following phrase in bold type, ¼ inch below the
13 return address or ¼ inch above the addressee's address: RETURN SERVICE REQUESTED. The
14 envelope will also bear the following phrase in the bottom left hand corner: IMPORTANT –
15 SILVERADO SENIOR LIVING MANAGEMENT, INC. CLASS ACTION SETTLEMENT
16 INFORMATION. PLEASE OPEN IMMEDIATELY. The Class Notice and its envelope or
17 covering will be marked to denote the return address of the Settlement Administrator as set forth in
18 the Class Notice.

19 3.2.2 Defendant will prepare a list, in an electronically usable format for the
20 Settlement Administrator, containing for each Class Member, to the extent Defendant has such
21 information, the following: the full name, Last Known Address, dates of employment as a non-
22 exempt or hourly-paid employee of Defendant during the Class Period ("Class List"). By granting
23 preliminary approval of the Settlement, the Court will be deemed to have authorized Defendant to
24 provide the Settlement Administrator with the Class List. Defendant will provide the Class List to
25 the Settlement Administrator and Class Counsel within fourteen (14) calendar days following the
26 Preliminary Approval Date.

27 3.2.3 For Class Members who were employees of Defendant as of the Preliminary
28 Approval Date the Settlement Administrator will mail the Class Notice to the Last Known Address

1 provided by Defendant. No Reasonable Address Verification will be conducted for Class Members
2 who were employed by Defendant as of the Preliminary Approval Date.

3 3.2.4 For Class Members who were not employed by Defendant as of the
4 Preliminary Approval Date prior to mailing the Class Notice, the Settlement Administrator will
5 undertake a Reasonable Address Verification to ascertain the accuracy of the Last Known Address
6 of the Class Member. To the extent this process yields an Updated Address, that Updated Address
7 will be treated as the Last Known Address for purposes of this Stipulation and for Class Notice
8 mailing.

9 3.2.5 If a Class Member is known to be deceased, the Class Notice for that deceased
10 Class Member will be mailed to the Last Known Address (or Updated Address, if applicable) of the
11 legal representative of the deceased Class Member's estate, to the extent known; otherwise, it will
12 be mailed to the Last Known Address (or Updated Address, if applicable) of the deceased Class
13 Member.

14 3.2.6 Unless the Settlement Administrator receives a Class Notice returned from
15 the United States Postal Service for reasons discussed below in this paragraph, on or before the
16 Response Deadline, that Class Notice will be deemed to have been mailed and received by the Class
17 Member to whom it was sent five (5) calendar days after the mailing. In the event that subsequent
18 to the first mailing of a Class Notice and on or before the Response Deadline, the Class Notice is
19 returned to the Settlement Administrator by the United States Postal Service without a forwarding
20 address, the Settlement Administrator will undertake a Skip Tracing on the Class Member to attempt
21 to ascertain the current address of the Class Member, and if such an address is ascertained, the
22 Settlement Administrator will undertake a single re-mailing of the Class Notice to any Updated
23 Address that is located for the Class Member, within three (3) business days of receipt of the returned
24 Class Notice, and the Class Notice will be deemed mailed and received at that point. In the event
25 that subsequent to the initial mailing of a Class Notice and on or before the Response Deadline, the
26 Class Notice is returned to the Settlement Administrator by the United States Postal Service with a
27 forwarding address for the Class Member, the forwarding address will be deemed the Updated
28 Address for the Class Member, the Settlement Administrator will undertake a single re-mailing of

1 the Class Notice to the Updated Address within three (3) business days of receipt of the returned
 2 Class Notice, and the Class Notice will be deemed mailed and received at that point. The Settlement
 3 Administrator will include a cover letter with any re-mailing to inform the Class Member that the
 4 Class Notice was re-mailed and that he or she has the later of the Response Deadline or ten (10)
 5 calendar days from the date on which the Class Notice was re-mailed (which shall be the date the
 6 re-mailing of the Class Notice is postmarked) to Opt Out, object to the Settlement, and/or dispute
 7 the number of Workweeks credited to him or her. Compliance with the procedures described in this
 8 paragraph will constitute due and sufficient notice to Class Members of this Settlement and of the
 9 Final Approval Hearing, and will satisfy the requirements of due process. Nothing else will be
 10 required of or done by the Parties, Class Counsel, counsel for Defendant, or the Settlement
 11 Administrator to provide notice of the Settlement and the Final Approval Hearing.

12 3.2.7 No later than seven (7) calendar days after the Response Deadline, the
 13 Settlement Administrator will provide Class Counsel and counsel for Defendant with a declaration
 14 attesting to completion of the notice process, including any attempts to obtain Updated Addresses
 15 for, and the re-sending of, any returned Class Notices, to be filed with the Court by Class Counsel.

16 3.3 Responses to the Notice of Class Action Settlement

17 3.3.1 Disputing Workweeks: If a Class Member disagrees with the number of
 18 Workweeks credited to him or her as set forth in his or her Class Notice, he or she must submit a
 19 written dispute along with documentation that supports his or her belief that he or she should be
 20 credited with a different number of Workweeks. The dispute must be submitted to the Settlement
 21 Administrator by mail, postmarked on or before the Response Deadline. The dispute must contain
 22 the case name and number of the Action (*Julio C. Rovira v. Silverado Senior Living Management,*
 23 *Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC), as well as the
 24 Class Member's name, address, telephone number, last four (4) digits of his or her Social Security
 25 number, and signature. The dispute must also contain a clear statement indicating that the Class
 26 Member disputes the number of Workweeks credited to him or her. The Settlement Administrator
 27 will review the Workweeks dispute and supporting documentation and make a determination based
 28 upon the submitted documentation as to the validity of the Class Member's claim. If the Settlement

1 Administrator needs further information from Defendant concerning the Class Member's claim, the
2 Settlement Administrator will notify Defendant and Class Counsel and request the needed
3 information. Defendant's records will be presumed determinative if there is a dispute over the dates
4 of employment that the Class Member worked as a non-exempt or hourly-paid employee in
5 California, unless the Class Member has submitted valid and compelling documentation to support
6 his or her claim to a different number of Workweeks than the number shown on the Class Notice.
7 The Settlement Administrator will resolve all disputes by applying the above standard, and the
8 decision of the Settlement Administrator on any such disputes will be final.

9 3.3.2 Entry of Appearance at Class Members' Own Expense: Pursuant to
10 California Rule of Court, Rule 3.766(d)(5), any Class Member who does not Opt Out may, if the
11 Class Member so desires, enter an appearance through counsel at his or her own expense, and will
12 be advised of this by way of the Class Notice. Class Members who choose to enter such an
13 appearance are responsible for any attorneys' fees or costs incurred as a result thereof.

14 3.3.3 Objections to Settlement: Class Members who do not Opt Out may object to
15 the Settlement by submitting a written objection to the Settlement Administrator, postmarked no
16 later than the Response Deadline. A written objection to the Settlement must be signed by the Class
17 Member and dated, and additionally state the Class Member's name, last four (4) digits of his or her
18 Social Security number, dates of employment as a non-exempt or hourly-paid employee of
19 Defendant in California, the case name and number of the Action (*Julio C. Rovira v. Silverado*
20 *Senior Living Management, Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-
21 OE-CXC), all legal and factual bases for objection to the Settlement, whether the Class Member
22 intends to appear at the Final Approval Hearing, and whether the Class Member is represented by
23 legal counsel (and if so, identifying the legal counsel and providing said legal counsel's mailing
24 address). Alternatively, Class Members may choose to voice their objections at the Final Approval
25 Hearing. A Class Member who objects to the Settlement will still be considered a Participating Class
26 Member who is subject to the Settlement.

27 3.3.4 Opting Out of Settlement: Class Members may elect to Opt Out of the
28 Settlement and, thus, exclude themselves from the Settlement. Class Members who wish to exercise

1 this option must submit a timely and valid Request for Exclusion to the Settlement Administrator,
 2 postmarked on or before the Response Deadline, in accordance with Paragraph 3.2.6. If a valid
 3 Request for Exclusion is not received by the Settlement Administrator from a Class Member on or
 4 before the Response Deadline, then that Class Member will be deemed to have forever waived his
 5 or her right to Opt Out. The Class Notice will advise Class Members of their option to Opt Out and
 6 will contain instructions on how to do so. Class Members who do not Opt Out by submitting valid
 7 and timely Requests for Exclusion will be deemed to be Participating Class Members, will be bound
 8 by the Settlement and the Judgment entered based thereon. Class Members who Opt Out by
 9 submitting valid and timely Requests for Exclusion will not be bound by the Settlement, will not be
 10 entitled to any benefits thereunder, or to make any objection to the Settlement.

11 3.3.5 If a Class Member submits both a Request for Exclusion and an objection
 12 to the Settlement, the Request for Exclusion will be accepted and the objection will be disregarded.

13 3.3.6 The Parties agree that the Response Deadline will not be extended, and no
 14 untimely submissions will be honored, under any circumstances, unless mutually agreeable by the
 15 Parties and/or except to the extent permitted under Paragraph 3.2.6.

16 **3.4 Final Approval Hearing.**

17 3.4.1 After the Response Deadline, a Final Approval Hearing will be held before
 18 the Court in order to: (1) determine whether the Court should grant final approval of the Settlement;
 19 (2) consider objections to the Settlement; and (3) consider Class Representatives' application for an
 20 award of Attorneys' Fees and Costs to Class Counsel and the Service Payment to the Class
 21 Representatives. At the Final Approval Hearing, the Parties will request that the Court grant final
 22 approval of the Settlement and enter the Final Approval Order and Judgment. The Parties will take
 23 all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court rejects
 24 the Stipulation, fails to enter the Final Approval Order and Judgment, this Stipulation will be void,
 25 and Defendant will have no obligation to make any payments under the Settlement, other than the
 26 Settlement Administration Costs; however, the Parties and their counsel agree to make all
 27 reasonable efforts to fix any issues that the Court cites for its non-approval as set forth in Paragraph
 28 3.1.2.

3.5 Releases

3.5.1 Release by Participating Class Members. Upon the Effective Date, each of the Participating Class Members (including the Class Representative) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

3.5.2 Class Representative's General Release of Claims

i. In addition to those releases set forth in Paragraph 3.5.1 hereof, with respect to any and all Released Claims, upon the Effective Date, the Class Representative will expressly and will be deemed to have, and by operation of the Judgment will have, waived the provisions, rights and benefits of California Civil Code § 1542 with respect to the Released Claims, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

ii. In consideration for the Service Payments and as an inducement for Defendant to enter into this Stipulation, with respect to the Class Representative only, the Released Claims will additionally include any and all claims including Unknown Claims against Defendant that accrued during the Class Period, but does not include claims for: age discrimination under the Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits, state disability compensation, previously vested benefits under any Employer-sponsored benefits plan or claims under the Employment Retirement Income Security Act of 1974.

iii. Any Class Representatives may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but any such Class Representatives, upon the Effective Date, will be deemed to have, and by operation of the Judgment will have fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or previously have existed

1 upon any theory of law or equity now existing or coming into existence in the future, including, but
2 not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any
3 duty, law or rule, without regard to the subsequent discovery or existence of such different or
4 additional facts. The Class Representatives acknowledge that the foregoing waiver was separately
5 bargained for and a key element of the Settlement of which this release is a part. Notwithstanding
6 any other provision of this Stipulation, the Parties recognize that because the only Unknown Claims
7 released by this Stipulation are those Unknown Claims that meet the definition of Released Claims,
8 the release effectuated by this Stipulation will not extend to Unknown Claims other than those
9 described in Paragraph 1.44 above.

10 **3.6 Termination of Settlement; Reasonable Steps to Cure.**

11 3.6.1 In the event that the Settlement is not be approved in its entirety by the Court,
12 or in the event that the Effective Date does not occur, Defendant will have the option to void the
13 Settlement, and in such case, no payments will be made by Defendant to anyone, other than the cost
14 of administration, in accordance with the terms of this Stipulation, and this Stipulation will be
15 deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this provision,
16 the Parties agree to take all reasonable steps to cure any issues cited by the Court as reason for non-
17 approval of any matter(s) filed with the Court for preliminary and final approval. In the event that
18 more than five percent (5%) of the Class Members Opt Out by submitting timely and valid Requests
19 for Exclusion to the Settlement Administrator by the Response Deadline, Defendant will have the
20 right to terminate and void this Settlement; however, Defendant must notify Class Counsel, of its
21 intention to nullify the Settlement in writing by certified mail to James Hawkins and Christina Lucio
22 of James Hawkins APLC, 9880 Research Drive, Suite 200 Irvine, CA 92678, within three (3) weeks
23 after the expiration of the Response Deadline.

24 **3.7 Miscellaneous Provisions.**

25 3.7.1 No Person will have any claim against Class Counsel, the Settlement
26 Administrator, or any of the Released Parties based on the payments made or other actions taken
27 substantially in accordance with the Settlement or further orders of the Court.

28 3.7.2 In the event that the Settlement is not substantially approved by the Court,

1 after all reasonable steps to cure have been exhausted, or the Settlement is terminated, cancelled,
2 declared void, or fails to become effective in accordance with its terms, or if the Judgment does not
3 become final, or to the extent cancellation is otherwise provided for in this Stipulation, the Parties
4 will resume the Litigation at that time as if no Stipulation had been entered. In such event, the terms
5 and provisions of the Stipulation will have no further force and effect with respect to the Parties and
6 will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or
7 order entered by the Court in accordance with the terms of the Stipulation will be treated as vacated.
8 Notwithstanding any other provision of this Stipulation, if the Court should fail to award attorneys'
9 fees to Class Counsel in the full amount provided for in this Stipulation, no order of the Court or
10 modification of any order of the Court concerning the amount of any attorneys' fees to be paid by
11 Defendant to Class Counsel pursuant to this Settlement will constitute grounds for cancellation or
12 termination of the Stipulation or grounds for limiting any other provision of the Judgment. It is
13 agreed that no order of the Court, including any order concerning attorneys' fees, may alter or
14 otherwise increase the Maximum Settlement Amount.

15 3.7.3 The Parties (a) acknowledge that it is their intent to consummate this
16 agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
17 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the
18 Stipulation; (c) agree to seek and to attempt to obtain preliminary and final approval by Court of the
19 Settlement; and (d) agree to reasonably work together to seek and attempt to obtain preliminary and
20 final approval of the Stipulation should the Court not grant approval upon the first presentation.

21 3.7.4 The Parties and attorneys agree to keep the Settlement confidential until the
22 motion for preliminary approval of the Settlement is filed. Thereafter, the Parties will agree to make
23 no comments to the media or otherwise publicize the terms of the Settlement.

24 3.7.5 The Parties agree that they will not engage in making or publishing written
25 statements which are disparaging to the reputation of the other or their corporate parents and
26 affiliates.

27 3.7.6 The Stipulation compromises claims which were contested and the subject of
28 a good faith dispute, and it will not be deemed an admission by any of the Parties as to the merits of

1 any claim or defense. The Parties agree that the amounts paid in settlement of the Litigation and the
2 other terms of the Settlement were negotiated at arms-length and in good faith with sufficient
3 information by the Parties and reflect a settlement that was reached voluntarily after consultation
4 with competent legal counsel.

5 3.7.7 All of the exhibits to the Stipulation and material and integral parts hereof
6 and are fully incorporated herein by this reference.

7 3.7.8 The Stipulation may be amended or modified only by a written instrument
8 signed by or on behalf of all Parties or their respective counsel, subject to approval by the Court.

9 3.7.9 The Stipulation constitutes the entire agreement among the Parties hereto and
10 no representations, warranties or inducements have been made to any party concerning the
11 Stipulation or its exhibits other than the representations, warranties and covenants contained and
12 memorialized in such documents. Except as otherwise provided herein, each party will bear its own
13 costs.

14 3.7.10 The Parties understand and acknowledge that: (a) they have performed an
15 independent investigation of the allegations of fact and law made in connection with this Litigation;
16 and (b) even if they may hereafter discover facts in addition to, or different from, those that they
17 now know or believe to be true with respect to the subject matter of the Litigation as reflected in
18 this Settlement Agreement, that will not affect or in any respect limit the binding nature of this
19 Settlement Agreement. It is the Parties' intention to resolve their disputes in connection with this
20 Litigation pursuant to the terms of this Settlement Agreement and thus, in furtherance of their
21 intentions, the Settlement Agreement will remain in full force and effect notwithstanding the
22 discovery of any additional facts or law, or changes in law, and this Settlement will not be subject
23 to rescission or modification by reason of any changes or differences in facts or law, subsequently
24 occurring or otherwise.

25 3.7.11 Class Counsel, on behalf of the Class Members, is expressly authorized by
26 the Class Representatives to take all appropriate action required or permitted to be taken by the Class
27 pursuant to the Stipulation to affect its terms and also expressly authorized to enter into any
28 modifications or amendments to the Stipulation.

1 3.7.12 Each counsel or other Person executing the Stipulation or any of its exhibits
2 on behalf of any Parties hereby warrants that such Person has full and express authority to do so.

3 3.7.13 The Stipulation may be executed in one or more counterparts. All executed
4 counterparts and each of them will be deemed to be one and the same instrument. A complete set of
5 executed counterparts will be filed with the Court.

6 3.7.14 The Stipulation will be binding upon, and inure to the benefit of, the
7 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does not
8 create any third-party beneficiaries unless otherwise specifically provided herein.

9 3.7.15 The Court will retain jurisdiction with respect to implementation and
10 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
11 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, in
12 conformity with California Rules of Court, Rule 3.769 and California Civil Procedure Code section
13 664.6.

14 3.7.16 The Stipulation and the exhibits hereto will be considered to have been
15 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
16 and the rights and obligations of the parties to the Stipulation will be construed and enforced in
17 accordance with, and governed by, the internal, substantive laws of the State of California without
18 regard to principles of conflicts of law.

19 3.7.17 The language of all parts of this Stipulation will in all cases be construed as
20 a whole, according to its fair meaning, and not strictly for or against either party. No party will be
21 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
22 contractual and are the product of negotiations between the parties and their counsel. Each party
23 and their/its counsel cooperated in the drafting and preparation of the Stipulation. In any
24 construction to be made of the Stipulation, the Stipulation will not be construed against any party
25 and the canon of contract interpretation set forth in California Civil Code § 1654 will not be applied.

26 3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken
27 on a weekend or a Court holiday, then the action may be taken on the next business day, unless
28 otherwise specified by law or rule of Court, except that should the Response Deadline (or

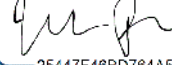
extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day, then no further extension pursuant to this paragraph will apply to these specific deadlines.

DATED: 10/4/2021, 2021 By:

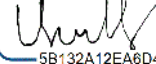
DocuSigned by:

 745D90DFEFAB484...
 Plaintiff Julio Kovira

DATED: 10/4/2021, 2021 By:

DocuSigned by:

 25447F46BD784A5...
 Plaintiff Lorena Renteria

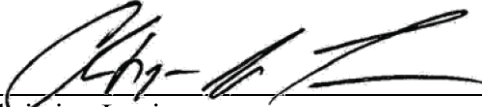
DATED: 10/4/2021, 2021 By:

DocuSigned by:

 5B132A12EA6D496...
 Plaintiff Vignio Santos

DATED: _____, 2021 By:

on behalf of Defendant Silverado Senior Living Management, Inc.

DATED: October 4, 2021 By:


 Christina Lucio
 Attorneys for Plaintiff

DATED: _____, 2021 By:

Joshua Carlson
 Lewis Brisbois Bisgaard & Smith LLP
 Attorneys for Defendant

1 extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall
2 on a Saturday and regular U.S. Mail service is in operation that day, then no further extension
3 pursuant to this paragraph will apply to these specific deadlines.
4
5

6 DATED: _____, 2021 By: _____
7 Plaintiff Julio Rovira
8

9 DATED: _____, 2021 By: _____
10 Plaintiff Lorena Renteria
11

12 DATED: _____, 2021 By: _____
13 Plaintiff Virgilio Santos
14

15 DATED: October 4, 2021 By: 
16 on behalf of Defendant Silverado Senior Living
Management, Inc.
17

18 DATED: _____, 2021 By: _____
19 Christina Lucio
20 Attorneys for Plaintiff

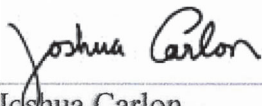
21 DATED: October 4, 2021 By: 
22 Joshua Carlon
23 Lewis Brisbois Bisgaard & Smith LLP
24 Attorneys for Defendant
25
26
27
28

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Rovira vs. Silverado Senior Living Management, Inc.**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE****CASE NUMBER:**
30-2020-01136565-CU-OE-CXC

I certify that I am not a party to this cause. I certify that the following document(s), Order Granting Preliminary Approval of Settlement and Setting a Settlement Fairness and Final Approval Hearing dated 11/08/22, have been transmitted electronically by Orange County Superior Court at Santa Ana, CA. The transmission originated from Orange County Superior Court email address on November 9, 2022, at 11:40:19 AM PST. The electronically transmitted document(s) is in accordance with rule 2.251 of the California Rules of Court, addressed as shown above. The list of electronically served recipients are listed below:

JAMES HAWKINS APLC
CHRISTINA@JAMESHAWKINSAPLC.COM

LEWIS BRISBOIS BISGAARD & SMITH LLP
MATTHEW.RICHARDSON@LEWISBRISBOIS.COM

Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

NOV 08 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: LM, DEPUTY

1 James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)

2 **JAMES HAWKINS APLC**
9880 Research Drive, Suite 200

3 Irvine, California 92618

Telephone: (949) 387-7200

4 Facsimile: (949) 387-6676

James@Jameshawkinsaplc.com

5 Christina@Jameshawkinsaplc.com

6 Attorneys for Plaintiff JULIO C. ROVIRA,
on behalf of himself and all others similarly situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF ORANGE, CIVIL COMPLEX CENTER

13 JULIO C. ROVIRA, individually and on
behalf of himself and all others similarly
14 situated,

15 Plaintiff,

16 v.

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

19 Defendants.

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

Assigned for All Purposes To:
Hon. Glenda Sanders
Dept.: CX-101

CLASS ACTION

**ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT AND
SETTING A SETTLEMENT FAIRNESS
AND FINAL APPROVAL HEARING**

Action Filed: March 5, 2020
Trial Date: None Set

28 Plaintiffs' application for an Order Preliminarily Approving a Class Action Settlement and

1 setting a settlement hearing came on for hearing on September 30, 2022. At that hearing the court
2 indicated that it would sign an order preliminarily approving the settlement after plaintiff filed a
3 proof of service on the LWDA. On or about October 18, 2022 the proof of service was filed. The
4 Court has considered the Amended Joint Stipulation of Class Action and PAGA Settlement and
5 Release (the “Stipulation” [ROA 137 Ex. A.]) and all other relevant papers filed in this action.

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. All defined terms contained herein shall have the same meanings as set forth in the
8 Stipulation.

9 2. The Class Representatives and Defendant, through their counsel of record in the
10 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as
11 a whole.

12 3. The Court hereby conditionally certifies the following Class for settlement
13 purposes only: any and all current and former hourly-paid or non-exempt employees who worked
14 for Defendant within the State of California at any time from September 20, 2017 to September
15 13, 2021, and that did not execute an arbitration agreement related to their work for Defendant.

16 4. Should the Stipulation and Judgment not become Final for any reason whatsoever,
17 the fact that the parties were willing to stipulate to certification of a class as part of the Stipulation
18 shall have no bearing on, or be admissible in connection with the issue of whether a class should
19 be certified in a non-settlement context.

20 5. The Court appoints and designates: (a) Plaintiffs Julio Rovira, Lorena Renteria and
21 Virgilio Santos as the Class Representatives and (b) James Hawkins and Christina Lucio of James
22 Hawkins APLC are qualified to serve as Class Counsel for the Class. Class Counsel is authorized
23 to act on behalf of the Class with respect to all acts or consents required by, or which may be
24 given, pursuant to the Stipulation.

25 7. The Court hereby preliminarily approves the Stipulation and the Maximum
26 Settlement Amount in the amount of \$750,000, and the maximum deductions set forth therein.
27 Out of the Maximum Settlement Amount, (a) up to \$7,500.00 is to be paid to Class Representative
28 Rovira, and up to \$2,500 is to be paid to each of Class Representatives Renteria and Santos for

1 their services to the Class; (b) up to \$250,000.00 shall be paid to Class Counsel for attorneys' fees
2 and reimbursement of actual costs incurred up to \$25,000.00; (c) up to \$37,500 (75% of \$50,000)
3 shall be paid to the California Labor and Workforce Development Agency for PAGA Penalties,
4 and (d) the Settlement Administrator shall be paid for its fees and costs relating to the claims
5 administration process which is expected to not exceed \$16,400.00 The Court further hereby
6 preliminarily approves the Claims Payout Fund, and the formulas provided in the Stipulation
7 regarding Individual Settlement Amounts.

8 8. The Court finds that on a preliminary basis the Stipulation appears to be within the
9 range of reasonableness of a settlement, including the amount of the PAGA penalties, Class
10 Representatives' service awards, Class Counsel fees and costs, the settlement administration fees
11 and the allocation of payments to Participating Class Members and PAGA Employees, that could
12 ultimately be given final approval by this Court.

13 9. A **Final Approval hearing** shall be held before this Court on **January 6, 2023** at
14 **1:30 p.m. in Department CX103** of the Superior Court of the State of California, County of
15 Orange, located at Civil Complex Center, 751 W. Santa Ana Boulevard, Santa Ana, CA 92701 to
16 determine all necessary matters concerning the Stipulation, including whether the proposed
17 settlement of the action on the terms and conditions provided for in the Stipulation is fair,
18 adequate and reasonable and should be finally approved by the Court, and whether a Judgment, as
19 provided in the Stipulation, should be entered herein. At this same time, a hearing on Class
20 Counsel's motion for attorneys' fees and reimbursement of litigation costs and the Class
21 Representatives' service awards shall also be held.

22 10. The Court hereby approves, as to form and content, the Notice of Class Action
23 Settlement to be sent to Class Members, which is attached hereto as Exhibit 1. The Court finds
24 that distribution of the Class Notice to Class Members substantially in the manner and form set
25 forth in the Stipulation meet the requirements of due process and constitute due and sufficient
26 notice to all parties entitled thereto.

27 11. The Court appoints and designates ILYM Group, Inc. as the Settlement
28 Administrator. The Court hereby directs the Settlement Administrator to provide the approved

1 Notice of Class Action Settlement to Class Members within twenty (20) calendar days of
2 Preliminary Approval Order using the procedures set forth in the Stipulation.

3 12. Any Class Member may choose to opt out of and be excluded from the settlement
4 as provided in the Stipulation and Class Notice. Any person who timely and properly opts out of
5 the settlement will not be bound by the Stipulation. Any Opt Out request must be signed by each
6 such Class Member opting out and must otherwise comply with the requirements delineated in the
7 Class Notice. Class Members who have not requested exclusion by submitting a valid and timely
8 Opt Out, by the Opt Out Deadline, shall be bound by all determinations of the Court, the
9 Stipulation and Judgment. Opt Outs shall, however, be bound by the PAGA settlement even
10 though they have opted out of the class settlement.

11 13. The Court reserves the right to adjourn or continue the date of the Final Approval
12 Hearing and all dates provided for in the Stipulation without further notice to the Class, and retains
13 jurisdiction to consider all further applications arising out of or connected with the Stipulation.

14 **IT IS SO ORDERED.**

15
16
17 **Dated:** November 08, 2022

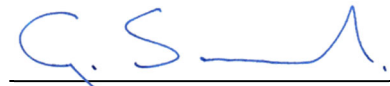
18 
19 _____
20 The Honorable Glenda Sanders
21 Judge of the Superior Court
22
23
24
25
26
27
28

EXHIBIT 1

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. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]</i>
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 \$[REDACTED]. 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: \$ _____, less taxes. This is based on the Class List which shows you worked ____ 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: \$ _____. This is based on the Class List which shows you worked ____ 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 [REDACTED].

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 _____, 202_. **[60 days of mailing of Notice Packet.]** Opt out requests postmarked after this date may be disregarded.

Rovira v. Silverado Senior Living Management, Inc.,
Class Action Settlement Administrator
(INSERT NAME)
P. O. Box _____
_____, _____

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 _____, 2022 **[60 days of mailing of Notice Packet.]** 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 _____, 202_ [60 days of mailing of Notice Packet.] You may also appear and object at the Final Approval hearing, without first filing a written objection.

Rovira v. Silverado Senior Living Management,
Inc.

Class Action Settlement Administrator

c/o (INSERT NAME)

P. O. Box _____

_____[Zip Code]

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 [REDACTED] 2022, at [REDACTED] 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 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 1-[REDACTED], 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