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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. Glenda Sanders

Dept.: CX-101

**DECLARATION OF PLAINTIFF
VIRGILIO SANTOS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
APPROVAL OF CLASS NOTICE, AND
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS**

Date: March 4, 2022

Time: 1:30 p.m.

Dept: CX-101

[Filed Concurrently with Notice of Motion and
Motion; Memorandum of Points and
Authorities; Declaration of James R. Hawkins;
and Proposed Order]

1 I, Virgilio Santos, declare as follows:

2 1. I am a named plaintiff in this action. I have personal knowledge of all facts in this
3 declaration and, if asked, I would testify to these facts under oath in court.

4 2. I was employed by Silverado Senior Living Management, Inc. (“Defendant” or
5 “Silverado”) from approximately October 2003 to November 2018 as a non-exempt employee.

6 3. I reached out to my attorneys, James Hawkins APLC, after receiving a proposed
7 settlement agreement and call from my former employer, Silverado.

8 4. During my employment, I was not paid for all hours that I worked and was
9 required to work off the clock. I was not properly paid for overtime, and I was not paid in a
10 timely manner at termination. I was not provided compliant meal and rest periods, or provided
11 accurate itemized wage statements. I also was not reimbursed for expenses related to necessary
12 expenses for my employment.

13 5. After speaking with counsel about these issues, I decided to join the *Rovira v.*
14 *Silverado Senior Living Management, Inc.* action. At the time, I also agreed to represent all other
15 non-exempt hourly paid employees who worked for Defendant in California, and to obtain relief
16 for the entire class. I also agreed to consider the interest of the class just as I would consider my
17 own interest.

18 6. When I agreed to represent the class, I understood it was my duty to be readily
19 available and to participate actively in the case. I knew that I needed to keep aware of the status
20 and progress of the lawsuit, and assist my attorneys in litigating the case on behalf of the Class.
21 At all times, I worked to fulfill these duties on behalf of the Class.

22 7. I also understood the risks I could face due to my involvement as a named
23 plaintiff. I understood that I could be held responsible for the payment of Defendant’s court-
24 awarded litigation costs and potentially attorneys’ fees if I did not prevail in the litigation.
25 Therefore, I realized that I was taking a significant amount of risk in filing the class action
26 lawsuit.

27 8. I knew that my name could easily be located on a search of court records and that
28 any prospective employer may find out that I had sued my former employer.

1 9. Even though I knew I was taking risks, I knew I had to do what I believed was
2 right and pursue claims on behalf of other employees to vindicate our rights and attempt to
3 recover the wages owed to us.

4 10. My attorneys forwarded me a copy of the *Rovira* complaint for review in this case
5 and the amended complaint. I thoroughly reviewed the complaint and discussed the contents of
6 the complaint with my attorneys.

7 11. I spent a substantial amount of time and effort pursuing my claims and the claims
8 of the other similarly situated employees from the time I retained my attorneys to this date, and
9 have provided information that I believe was useful in facilitating a resolution of this matter.

10 12. During the litigation, I spent hours on telephone calls discussing the facts of my
11 case with the attorneys of James Hawkins APLC. I spent hours discussing the facts related to my
12 employment with Defendants, including discussing my job duties and responsibilities as a non-
13 exempt employee, my experiences, Silverado's policies and practices, and the hours and days I
14 worked. I have also worked to identify witnesses and assist my attorneys in moving this case
15 forward. I was also involved in many discussions with my co-workers regarding the case and the
16 circumstances of our employment.

17 13. I also spent hours looking for all documents related to my employment with
18 Defendant and sending them to my attorneys, which included wage statements, personnel
19 documents, emails, and separation paperwork. I further spent several hours on telephone calls
20 discussing the documents I provided to my attorneys. I also remained available during mediation
21 to answer any companies that came up and assisted my attorneys in preparing for the mediation,
22 as well.

23 14. I further spent substantial time reviewing my declaration in support of the motion
24 to invalidate the individual settlement agreements, and in providing information to assist with the
25 motion.

26 15. My attorneys provided me with a copy of the proposed Settlement Agreement
27 which I reviewed carefully before signing it. I have discussed the terms and any questions I had
28 with my counsel. As a term of the settlement, I have agreed to give a broad release of all claims

1 that I had or might have against Defendant arising from my employment. No other Class
2 Member is required to give such a release, but I understand this is sometimes asked of Class
3 Representatives.

4 16. It is my opinion that the proposed settlement achieved is fair, adequate and
5 reasonable.

6 17. I understand that over 600 current and former employees of Defendants will
7 receive payments they would not otherwise have recovered but for the initiation of the case.

8 18. I have always considered the interests of the class just as I would consider my own
9 interest and placed the interests of the class above my own since I joined the case. In addition, I
10 believe I have put myself at risk by pursuing this lawsuit on behalf of myself and other current
11 and former employees of Defendant, and I understand that my participating in this lawsuit could
12 inhibit my ability to seek gainful employment in the future.

13 19. I am requesting the Court approve a \$2,500 Service Payment. I believe this
14 amount is reasonable considering the amount of work and time I spent with my attorneys to
15 achieve this excellent settlement. The time and service I provided to the Class resulted in the
16 parties agreeing to settle the case and a positive outcome for the entire Class, who will receive a
17 share of the settlement funds in this case.

18 20. I further believe the amount of the Class Representative Service Payment is very
19 reasonable considering the financial and professional risks I took by bringing a class action
20 lawsuit against my former employer, including the potential of paying court-awarded litigation
21 costs to Defendant and the negative exposure to future employers. I also gave a broad release of
22 all claims against Defendant arising from my employment that other Class Members did not have
23 to give.

24 21. As I have been since August 2021, I am committed to this case and intend to
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1 continue to participate as needed until the conclusion of this matter for the benefit of the Class.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Execute on November 15, 2021 in Escondido, California.

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Virgilio Santos (Nov 15, 2021 14:41 PST)

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2021-11-11 Declaration of Virgilio Santos ISO Preliminary Approval

Final Audit Report

2021-11-15

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