

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. Glenda Sanders

Dept.: CX-101

**DECLARATION OF PLAINTIFF JULIO C.
ROVIRA 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, Julio Rovira, declare as follows:

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

5 2. I worked as a non-exempt employee for Defendant Silverado Senior Living
6 Management, Inc. ("Defendant" or "Silverado") from approximately July 2012 until February 18,
7 2019. I worked in the San Juan Capistrano facility as a Caregiver.

8 3. During my employment, I was not paid for all hours that I worked and was not
9 properly paid overtime. I was also not paid in a timely manner upon separation from
10 employment. I was not provided compliant meal and rest periods, or compensated premium pay
11 when meal and rest periods were not lawfully provided. I was also not reimbursed for necessary
12 expenses.

13 4. After meeting with my attorneys about these issues, I decided to proceed with a
14 lawsuit against my former employer. At the time, I also agreed to represent all other similarly
15 situated non-exempt hourly paid employees who worked for Defendant in California, and to
16 obtain relief for the entire class. I also agreed to consider the interest of the class just as I would
17 consider my own interest.

18 5. On March 5, 2020, I filed a Class action lawsuit with the Superior Court of
19 California for the County of Orange entitled, *Rovira v. Silverado Senior Living Management,*
20 *Inc.*, Case No. 30-2020-01136565-CU-OE-CXC. My attorneys filed the class action complaint
21 on behalf of myself and other non-exempt employees of Defendants who were not paid for each
22 hour working including minimum wages and proper overtime, provided meal period, authorized
23 and permitted to take a rest period, paid all wages owed upon termination, or reimbursed
24 necessary expenses.

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

1 7. I understand that an amended complaint will be filed in connection with the
2 Settlement to add two additional Class Representatives, additional facts, and a claim for penalties
3 under the Private Attorney Generals Act.

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

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

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

14 11. My attorneys prepared and forwarded me a copy of the complaint for review in
15 this case. I thoroughly reviewed the complaint and discussed the contents of the complaint with
16 my attorneys.

17 12. I spent a substantial amount of time and effort pursuing my claims and the claims
18 of the other similarly situated employees from the time I retained my attorneys to this date.

19 13. During the litigation, I spent hours on telephone calls discussing the facts of my
20 case with the attorneys and staff of James Hawkins APLC. I spent hours discussing the facts
21 related to my employment with Defendants, including discussing my job duties and
22 responsibilities as a non-exempt employee, my experiences, Silverado's policies and practices,
23 and the hours and days I worked. I have also worked to identify witnesses and assist my
24 attorneys in moving this case forward. I was also involved in many discussions with my co-
25 workers regarding the case and the circumstances of our employment. I have also reviewed
26 certain documents produced during the information exchange process in this case to assist my
27 attorneys in prosecuting this case and ultimately preparing for a full day of mediation. I also
28 remained available during the mediation in order to assist with any questions or issues that arose.

1 14. I also spent hours looking for all documents related to my employment with
2 Defendant and sending them to my attorneys, which included wage statements, personnel
3 documents, emails, and separation paperwork. I further spent several hours on telephone calls
4 discussing the documents I provided to my attorneys.

5 15. My attorneys provided me with a copy of the proposed Settlement Agreement
6 which I reviewed carefully before signing it. I have discussed the terms and any questions I had
7 with my counsel. As a term of the settlement, I have agreed to give a broad release of all claims
8 that I had or might have against Defendant arising from my employment. No other Class
9 Member except the other two Class Representatives will be required to give such a release. I
10 understand this is sometimes asked of Class Representatives.

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

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

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

20 19. I am requesting the Court approve a \$7,500 Service Payment. I believe this
21 amount is reasonable considering the amount of work and time I spent with my attorneys to
22 achieve this excellent settlement. The time and service I provided to the Class resulted in the
23 parties agreeing to settle the case and a positive outcome for the entire Class, who will receive a
24 share of the settlement funds in this case.

25 20. I further believe the amount of the Class Representative Service Payment is very
26 reasonable considering the financial and professional risks I took by bringing a class action
27 lawsuit against my former employer, including the potential of paying court-awarded litigation
28 costs to Defendant and the negative exposure to future employers. I also gave a broad release of

1 all claims against Defendant arising from my employment that other Class Members did not have
2 to give.

3 21. As I have been since May 2020, I am committed to this case and intend to continue
4 to participate as needed until the conclusion of this matter for the benefit of the Class.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Execute on November 15, 2021 in Lake Elsinore, California.

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9  (Nov 15, 2021 11:13 PST)

10 Julio C. Rovira
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2021-11-11 Declaration of Julio Rovira ISO Preliminary Approval

Final Audit Report

2021-11-15

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"2021-11-11 Declaration of Julio Rovira ISO Preliminary Approval" History

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