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

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

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

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AND SETTING A
SETTLEMENT FAIRNESS HEARING**

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

1 Plaintiffs' application for an Order Preliminarily Approving a Class Action Settlement and
2 setting a settlement hearing was filed with the court on November 19, 2021. The Court has
3 considered the Joint Stipulation of Class Action and PAGA Settlement and Release (and its
4 exhibits) (the "Stipulation") and all other papers filed in this action.

5 NOW THEREFORE, IT IS HEREBY ORDERED:

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

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

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

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

19 5. The Court appoints and designates: (a) Plaintiffs Julio Rovira, Lorena Renteria and
20 Virgilio Santos as the Class Representatives and (b) James Hawkins and Christina Lucio of James
21 Hawkins APLC are qualified to serve as Class Counsel for the Class. Class Counsel is authorized
22 to act on behalf of the Class with respect to all acts or consents required by, or which may be
23 given, pursuant to the Stipulation, and such other acts reasonably necessary to finalize the
24 Stipulation and its terms. Any Class Member may enter an appearance through his or her own
25 counsel at such Class Member's own expense. Any Class Member who does not enter an
26 appearance or appear on his or her own behalf will be represented by Class Counsel.

27 6. The Court hereby approves the terms and conditions provided for in the Stipulation.

28 7. The Court hereby preliminarily approves the Stipulation and the Gross Settlement

1 Sum in the amount of \$750,000, which is to be distributed as follows: Out of the Gross Settlement
2 Sum, (a) up to \$7,500.00 is to be paid to Class Representative Rovira and up to \$2,500 is to be
3 paid to each of Class Representatives Renteria and Santos for their services to the Class; (b) up to
4 \$_____ shall be paid to Class Counsel for attorneys' fees and reimbursement of actual costs
5 incurred; (c) up to \$37,500 (75% of \$50,000) shall be paid to the California Labor and Workforce
6 Development Agency for PAGA Penalties, and (d) the Claim Administrator shall be paid for its
7 fees and costs relating to the claims administration process which is expected to not exceed
8 \$16,400.00 The Court further hereby preliminarily approves the Claims Payout Fund, and the
9 formulas provided in the Stipulation regarding Individual Settlement Amounts.

10 8. The Court finds that on a preliminary basis the Stipulation appears to be within the
11 range of reasonableness of a settlement, including the amount of the PAGA penalties, Class
12 Representatives' service awards, Class Counsel fees and costs, the claims administration fees and
13 the allocation of payments to Participating Claimants, that could ultimately be given final approval
14 by this Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate
15 and reasonable as to all potential Class Members when balanced against the probable outcome of
16 further litigation relating to liability and damages issues. It also appears that extensive and costly
17 investigation, research and court proceedings have been conducted so that counsel for the Settling
18 Parties are able to reasonably evaluate their respective positions. It appears to the Court that
19 settlement at this time will avoid substantial additional costs by all Settling Parties, as well as
20 avoid the delay and risks that would be presented by the further prosecution of the Litigation. It
21 also appears that settlement has been reached as a result of intensive, serious and non-collusive,
22 arms-length negotiations.

23 9. A hearing (the "Settlement Fairness Hearing") shall be held before this Court on
24 _____ at _____ at the Superior Court of the State of California, County of Orange to
25 determine all necessary matters concerning the Stipulation, including whether the proposed
26 settlement of the action on the terms and conditions provided for in the Stipulation is fair,
27 adequate and reasonable and should be finally approved by the Court and whether a Judgment, as
28 provided in the Stipulation, should be entered herein. At this same time, a hearing on Class

Counsel's motion for attorneys' fees and reimbursement of litigation costs and the Class Representatives' service awards shall also be held.

10. The Court hereby approves, as to form and content, the Notice of Proposed Class Action Settlement, the accompanying Opt Out Form and envelopes to be sent to Class Members, which are attached as exhibits to the Stipulation. The Court finds that distribution of the Class Notice and Opt Out Form to Class Members substantially in the manner and form set forth in the Stipulation and this Order meet the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

11. The Court appoints and designates ILYM Group, Inc. as the Claims Administrator. The Court hereby directs the Claims Administrator to provide: (a) the approved Notice of Proposed Class Action Settlement and Opt Out Form to Class Members within twenty (20) calendar days of Preliminary Approval Order using the procedures set forth in the Stipulation.

12. Any Class Member may choose to opt out of and be excluded from the settlement as provided in the Stipulation and Class Notice and by following the instructions for requesting exclusion. Any person who timely and properly opts out of the settlement will not be bound by the Stipulation or have any right to object, appeal or comment thereon. Any Opt Out request must be signed by each such Class Member opting out and must otherwise comply with the requirements delineated in the Class Notice and Opt Out Form. Class Members who have not requested exclusion by submitting a valid and timely Opt Out Form, by the Opt Out Deadline, shall be bound by all determinations of the Court, the Stipulation and Judgment.

13. Any Class Member may object to the Stipulation or express his or her views regarding the Stipulation, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. No Class Member, however, shall be heard or entitled to object, and no papers or briefs submitted by any such person shall be received or considered by the Court, unless on or before the Objection Deadline the Class Member or Person or his or her counsel properly filed their objections with the Court and served their objections on Class Counsel and Defense Counsel as provided in the Stipulation and Class Notice. Any Class Member who does not make his or her

1 objection in the manner provided for in the Stipulation and Class Notice, including by the
2 Objection Deadline, shall be deemed to have waived such objection and shall forever be
3 foreclosed from making any objection to the Stipulation.

4 14. Defendant must exercise any right it may have to terminate the Stipulation by no
5 later than twenty-one calendar days after the Opt Out Deadline.

6 15. The Motion for Final Approval shall be filed by Class Representative no later than
7 sixteen (16) court days before the Settlement Fairness Hearing.

8 16. In the event that the Effective Date occurs, all Settlement Class Members and Class
9 Representatives will be deemed to have forever released and discharged the Released Claims
10 applicable to them.

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

15 **IT IS SO ORDERED.**

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18 DATED:

The Honorable Glenda Sanders
Judge of the Superior Court