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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.

1 **3.5 Releases**

2 3.5.1 Release by Participating Class Members. Upon the Effective Date, each of
3 the Participating Class Members (including the Class Representative) will be deemed to have, and
4 by operation of the Judgment will have fully, finally, and forever released, relinquished and
5 discharged Defendant and the Released Parties from any and all Released Claims.

6 3.5.2 Class Representative's General Release of Claims

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

12 **A general release does not extend to claims that the creditor or**
13 **releasing party does not know or suspect to exist in his or her**
14 **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.

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

22 iii. Any Class Representatives may hereafter discover facts in addition to
23 or different from those which he or she now knows or believes to be true with respect to the subject
24 matter of the Released Claims, but any such Class Representatives, upon the Effective Date, will be
25 deemed to have, and by operation of the Judgment will have fully, finally, and forever settled and
26 released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or
27 non-contingent, whether or not concealed or hidden, which then exist, or previously have existed
28

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

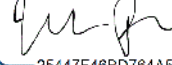
By:

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 Plaintiff Julio Kovira

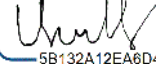
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 Plaintiff Lorena Renteria

DATED: 10/4/2021, 2021

By:

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 Plaintiff Virginia Santos

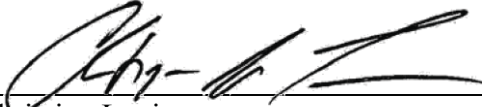
DATED: _____, 2021

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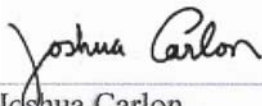
6 DATED: _____, 2021 By: _____
7 Plaintiff Julio Rovira
8

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