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on behalf of himself 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

Assigned for All Purposes To:

Hon. Glenda Sanders

Dept.: CX-101

**AMENDED 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 “Class Workweeks” means the following: the number of Workweeks Participating
15 Class Members worked for Defendant during the Class Period.

16 1.5 “Court” means the Superior Court of the State of California, for the County of
17 Orange.

18 1.6 “Effective Date” means the later of: (a) if no objections to the Settlement are
19 submitted, the date on which the Court issues the Final Approval Order and Judgment; (b) if any
20 objections to the Settlement are submitted, the date which is forty-five (45) calendar days after notice
21 of entry of the Final Approval Order and Judgment if no notice is filed within that time seeking
22 appeal of the Final Approval Order and Judgment and if no motion for extension to appeal is filed;
23 or (c) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting
24 from the notice of appeal have been terminated in such a manner as to permit the Final Approval
25 Order and Judgment to take effect in substantially the form described herein

26 1.7 “Employer Taxes” means Defendant’s share of payroll taxes (e.g. UI, ETT, Social
27 Security, and Medicare taxes) with respect to the wages portion of Individual Settlement Amounts,
28 which will be paid by Defendant separately and in addition to the Maximum Settlement Amount.

1.8 “Skip Tracing” means the utilization of Accurint or Experian, after the Reasonable Address Verification, to review the accuracy of and, if possible, to update a mailing address for a Class Member in the event that his or her Class Notice is returned to the Settlement Administrator as undeliverable without a forwarding address.

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

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

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

1.12 “Individual Class Workweeks” means the following: the number of workweeks that the Class Member worked for Defendant during the Class Period.

1.13 “Individual PAGA Settlement Payment” means the net payment of a PAGA Employee’s share of the \$12,500.00 (25% of the \$50,000.00 to be paid in settlement of the PAGA claims in the Litigation), which will be allocated as 100% penalties.

1.14 “Individual PAGA Workweeks” means the following: the number of Workweeks PAGA Employees worked for Defendant during the PAGA Period.

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

1.16 “Net Settlement Amount” means the Maximum Settlement Amount, less the amount that will be available for payment to all Participating Class Members (subject to the occurrence of the Effective Date), and is calculated by subtracting all of the following from the Maximum

1 Settlement Amount: (1) attorneys' fees in the amount of up to \$250,000.00 and reimbursement of
2 litigation costs and expenses in the amount of up to \$25,000.00 to Class Counsel ("Attorneys' Fees
3 and Costs"); (2) service award to Plaintiff Rovira in the amount of up to \$7,500.00 and to Plaintiff
4 Renteria and Plaintiff Santos in the amount of up to \$2,500 each ("Service Payment"); (3) fees and
5 expenses of administration of the Settlement to the Settlement Administrator in an amount not to
6 exceed \$16,400.00 ("Settlement Administration Costs"); and (4) the \$50,000 in PAGA Penalties.
7 The Net Settlement Amount is currently estimated to be approximately \$396,100, and this figure
8 may change depending on the actual amounts awarded by the Court for the Settlement
9 Administration Costs, Attorneys' Fees and Costs, and Service Payments, and approved by the Court
10 for PAGA Penalties.

11 1.17 "Notice of Class Action Settlement" or "Class Notice(s)" means a notice titled
12 "Notice of Class Action Settlement" to be approved by the Court, substantially in the form attached
13 hereto as "**Exhibit 1.**" The Notice of Class Action Settlement will constitute the class notice
14 pursuant to California Rule of Court, Rule 3.769(f).

15 1.18 "Opt Out" means a Class Member's act of excluding him or herself from the
16 Settlement, by way of submitting a timely and valid Request for Exclusion to the Settlement
17 Administrator, in conformity with the requirements set forth herein and in the Class Notice. PAGA
18 Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement
19 Payment regardless of whether they request exclusion from the Settlement. In other words, a PAGA
20 Employee cannot opt out of the PAGA portion of the Settlement.

21 1.19 "Final Approval Order and Judgment" means the judgment and order to be entered
22 by the Court, substantially in the form that the parties mutually agree to and lodge with the Court,
23 which will be a judgment for purposes of California Rule of Court, Rule 3.771(a) ("Judgment") and
24 constitute approval pursuant to California Rule of Court, Rule 3.769(a). The Final Approval Order
25 and Judgment will be posted on the Settlement Administrator's website for a period of sixty (60)
26 calendar days in compliance with California Rule of Court, Rule 3.771(b).

27 1.20 "PAGA Employees" means all Class Members who worked for Defendant during
28 the PAGA Period.

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

1.22 "PAGA Period" means the time period from September 22, 2020 to September 13, 2021.

1.23 "PAGA Workweeks" means the following: the number of Workweeks PAGA Employees worked for Defendant during the PAGA Period.

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

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

1.26 "Person" means a natural person, corporation, company, partnership, firm, association, or society.

1.27 "Preliminary Approval Date" means the date on which the Court grants preliminary approval of the Settlement.

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

1.29 "Reasonable Address Verification" means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

1.30 "Released Claims" means all claims, demands, rights, liabilities and causes of action

1 of every nature and description whatsoever including without limitation statutory, constitutional,
2 contractual or common law claims, against the Released Parties (as defined below), and any of them,
3 for relief and penalties, that accrued during the Class Period, and as a result of Class Members’
4 employment by Defendant in California, that arise under any state or local law or state administrative
5 order that was or could have been pled based on the facts alleged in the Operative Complaint,
6 including claims of failure to pay minimum wages, failure to pay overtime wages, failure to provide
7 compliant meal periods and/or associated premiums, failure to provide compliant rest periods and/or
8 associated premiums, failure to pay wages timely at termination, failure to reimburse for business,
9 unfair competition, and violations of California Labor Code §§ 201, 202, 203, 204, 226.7, 510,
10 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2802 the applicable Wage Order of the Industrial Wage
11 Commission, and California Business & Professions Code §§ 17200 to 17208, including without
12 limitation all related claims for restitution and other equitable relief arising from California Business
13 and Professions Code §§ 17200, *et seq.*, and interest on unpaid wages, unpaid wages, attorneys’ fees
14 or litigation costs. The release does not extend to any claims not alleged in the operative Class
15 Action Complaint and specifically excludes claims for workers’ compensation, personal injuries,
16 unemployment insurance, state disability compensation, claims under the Employment Retirement
17 Income Security Act of 1974, previously vested benefits under any employer sponsored benefits
18 plan, wrongful termination, discrimination, retaliation, and harassment including but not limited to
19 those arising under the Age Discrimination In Employment Act, the California Fair Employment
20 and Housing Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act
21 of 1991, or any similar state or federal laws, the California Family Rights Act, the Federal Family
22 Medical Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal
23 Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of
24 any other state or federal law, rule or regulation concerning discrimination, retaliation and/or
25 harassment.

26 1.31 “Released PAGA Claims” means all claims, demands, rights, liabilities and causes
27 of action of every nature and description whatsoever including without limitation statutory,
28 constitutional, contractual or common law claims, against the Released Parties (as defined below),

1 and any of them, for civil penalties pursuant to PAGA, that accrued during the PAGA Period, and
2 as a result of PAGA Employees' employment by Defendant in California, that was or could have
3 been pled based on the facts alleged in the Operative Complaint and the Plaintiffs' notice to the
4 LWDA, including claims off failure to pay for all hours worked (including minimum, straight time,
5 and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
6 failure to timely pay final wages at termination, and failure to reimburse necessary business
7 expenses.

8 1.32 "Released Parties" means Defendant Silverado Senior Living Management, Inc., and
9 each of its parent companies, subsidiaries, affiliates, current and former management companies,
10 shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers,
11 attorneys and any past, present or future officers, directors and employees) predecessors, successors,
12 and assigns.

13 1.33 "Response Deadline" means the date that is sixty (60) calendar days after the date on
14 which the Settlement Administrator initially mails the Class Notice to the Class Members, which
15 will be the deadline for a Class Member to Opt Out, dispute the number of Workweeks credited to
16 him or her, and/or object to the Settlement, and which will be indicated on the Class Notice that is
17 mailed to the Class Members.

18 1.34 "Request for Exclusion" means a written request to be excluded from the Settlement,
19 which must be made in writing submitted to the Settlement Administrator by mail, postmarked on
20 or before the Response Deadline, and which must contain the case name (*Julio C. Rovira v.*
21 *Silverado Senior Living Management, Inc.*, Orange County Superior Court Case No. 30-2020-
22 01136565-CU-OE-CXC), as well as the Class Member's full name, address, telephone number, last
23 four (4) digits of his or her Social Security number, and signature, and a clear statement indicating
24 that he or she seeks to exclude him or herself from the Settlement.

25 1.35 "Settlement Administrator" means the third-party settlement administration firm,
26 ILYM Group, Inc.

27 1.36 "Final Approval Hearing" means a hearing set by the Court for the purpose of
28 determining the fairness, adequacy and reasonableness of the Settlement pursuant to class action

1 procedures and requirements and entering Judgment, and required under California Rule of Court,
2 Rule 3.769(a).

3 1.37 “Unknown Claims” means any Released Claims which the Class Representatives do
4 not know or suspect to exist in their favor at the time of the entry of the Judgment, and which if
5 known might have affected the settlement with and release of Defendant.

6 1.38 “Updated Address” means a mailing address that was updated via a Reasonable
7 Address Verification, via an updated mailing address provided by the United States Postal Service
8 or a Class Member, via Skip Tracing, or via a Locator Service.

9 1.39 “Workweeks” means the numbers of workweeks worked by the Class Members as
10 hourly-paid or non-exempt employees for Defendant during the Class Period.

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

13 2.1 Defendant will fund the total Maximum Settlement Amount, along with the
14 Employer Taxes (which will be paid by Defendant separately and in addition to the Maximum
15 Settlement Amount). The Maximum Settlement Amount will be paid as follows: Defendant shall
16 deposit the required maximum payout of \$750,000.00 with the Settlement Administrator in one
17 installment no later than thirty (30) days after the Effective Date. If the Court’s approval of this
18 settlement is overturned on appeal, all settlement funds deposited by Defendant with the Settlement
19 Administrator to date shall be refunded to Defendant within fourteen (14) days of the Court’s order
20 declining to approve the settlement, and Defendant shall be excused from making any further
21 settlement payment installments.

22 2.2 The Settlement Administrator will administer the Settlement and perform any
23 function related to settlement administration at the agreed-upon instruction of both Class Counsel
24 and Defendant, including, and not limited to, establishing and maintaining a settlement website and
25 toll-free telephone line for Class Members to call with inquiries regarding the Settlement,
26 distributing the Class Notice, performing skip traces with respect to Class Notices that are returned
27 as undeliverable and without a forwarding address on or before the Response Deadline, receiving
28 and processing Requests for Exclusion and objections to the Settlement, adjudicating Class

Members' disputes regarding Workweeks, providing Class Counsel and counsel for Defendant with weekly updates on the status of the settlement administration process (including the names and percentages of Class Members who Opt Out or object), calculating and handling inquiries regarding the calculation of the Individual Settlement Amounts, preparing a declaration to submit to the Court that details the settlement notice administration process and identifies each Class Member who Opts Out, and distributing the Maximum Settlement Amount. The actions of the Settlement Administrator will be governed by the terms of this Stipulation. The Parties, through their counsel, may provide written information needed by the Settlement Administrator pursuant to the Stipulation.

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

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

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

(b) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their Application for Award of Attorneys' Fees and Costs to the Court before the Final Approval Hearing. Class Counsel will seek attorneys' fees and costs in the amount of \$250,000.00, and actual costs up to \$25,000.00, subject to court approval. Class Counsel shall serve Defendant with copies of all documents in support of their Application for Award of Attorneys' Fees and Costs. Defendant agrees not to oppose the Application for Award of Attorneys' Fees and Costs. The

1 Claims Administrator will report the attorneys' fees and costs award on a Form 1099, which it will
2 provide to Class Counsel and to the pertinent taxing authorities.

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

14 2.5 No later than forty-five (45) calendar days after Effective Date and fifteen (15)
15 calendar days after the payment of funds to the Settlement Administrator, Defendant, through the
16 Settlement Administrator, and according to the terms, conditions and procedures set forth in
17 Paragraph 2.6 of this Stipulation, shall pay to each Participating Class Member and PAGA
18 Employee their Individual Class Settlement Amount and Individual PAGA Settlement Payment,
19 respectively. Each of the payments to Participating Class Members will be inclusive of interest
20 and penalties, including wage statement penalties, and will be allocated as follows: 20% to
21 satisfaction of claims for unpaid wages; 80% to the satisfaction of claims for interest and penalties.
22 All settlement payments for wages shall be subject to required withholdings and deductions as W-
23 2 wage payments. With regard to payments in settlement of claims for penalties and interest, these
24 payments shall be issued through a 1099 form and not subject to withholdings or deductions. The
25 payments to PAGA Employees are allocated as 100% penalties and shall also be issued through a
26 1099 form and not subject to withholdings or deductions.

27 2.6 The Claims Administrator shall compute the Individual Settlement Amount for the
28 Participating Class Members as follows:

(a) The payment of the Individual PAGA Settlement Payments will be calculated as follows: \$12,500.00 will be allocated to PAGA Employees as follows: each PAGA Employees' portion will be determined by dividing each PAGA Employees Individual PAGA Workweeks, by the total amount of PAGA Workweeks, and then multiplying the result by \$12,500.00.

(b) The payment of the Individual Class Settlement Payments will be calculated as follows: For each Participating Class Member, the Participating Class Members Individual Class Workweeks will be divided by the total number of Participating Class Member Workweeks. The resulting number will then be multiplied by the Net Settlement Amount.

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

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

2.8 To the extent that there are excess funds from uncashed checks or Class Members who cannot be located, the parties agree that 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, 180 days after the checks have been mailed to the Class Members.

3. Procedure for Approval and Implementation of Settlement

3.1 Preliminary Approval

3.1.1 The Class Representatives, through their counsel of record, will file an unopposed motion for preliminary approval of Settlement, seeking an order approving the

Settlement pursuant to the California Rule of Court, Rule 3.769(e), and this Stipulation will be filed with the Court contemporaneously and/or as part of the motion. By way of the motion, the Class Representatives will request that the Court enter a Preliminary Approval Order, approving the distribution of the Class Notice and scheduling the Final Approval Hearing (pursuant to California Rule of Court, Rule 3.769(e)) for the purposes of determining whether to grant final approval of the Settlement and enter Judgment in conformity with California Rule of Court, Rule 3.769(h). The motion for preliminary approval of Settlement will be filed with the Court no later than thirty (30) calendar days after receipt of the fully executed Stipulation by Class Counsel.

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

3.2 Notice to Class Members

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

3.2.2 Defendant will prepare a list, in an electronically usable format for the Settlement Administrator, containing for each Class Member, to the extent Defendant has such information, the following: the full name, Last Known Address, dates of employment as a non-exempt or hourly-paid employee of Defendant during the Class Period ("Class List"). By granting preliminary approval of the Settlement, the Court will be deemed to have authorized Defendant to

1 provide the Settlement Administrator with the Class List. Defendant will provide the Class List to
2 the Settlement Administrator and Class Counsel within fourteen (14) calendar days following the
3 Preliminary Approval Date.

4 3.2.3 For Class Members who were employees of Defendant as of the Preliminary
5 Approval Date the Settlement Administrator will mail the Class Notice to the Last Known Address
6 provided by Defendant. No Reasonable Address Verification will be conducted for Class Members
7 who were employed by Defendant as of the Preliminary Approval Date.

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

14 3.2.5 If a Class Member is known to be deceased, the Class Notice for that deceased
15 Class Member will be mailed to the Last Known Address (or Updated Address, if applicable) of the
16 legal representative of the deceased Class Member's estate, to the extent known; otherwise, it will
17 be mailed to the Last Known Address (or Updated Address, if applicable) of the deceased Class
18 Member.

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

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

17 3.2.7 No later than seven (7) calendar days after the Response Deadline, the
 18 Settlement Administrator will provide Class Counsel and counsel for Defendant with a declaration
 19 attesting to completion of the notice process, including any attempts to obtain Updated Addresses
 20 for, and the re-sending of, any returned Class Notices, to be filed with the Court by Class Counsel.

21 3.3 Responses to the Notice of Class Action Settlement

22 3.3.1 Disputing Workweeks: If a Class Member disagrees with the number of
 23 Workweeks credited to him or her as set forth in his or her Class Notice, he or she must submit a
 24 written dispute along with documentation that supports his or her belief that he or she should be
 25 credited with a different number of Workweeks. The dispute must be submitted to the Settlement
 26 Administrator by mail, postmarked on or before the Response Deadline. The dispute must contain
 27 the case name and number of the Action (*Julio C. Rovira v. Silverado Senior Living Management,*
 28 *Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC), as well as the

1 Class Member's name, address, telephone number, last four (4) digits of his or her Social Security
 2 number, and signature. The dispute must also contain a clear statement indicating that the Class
 3 Member disputes the number of Workweeks credited to him or her. The Settlement Administrator
 4 will review the Workweeks dispute and supporting documentation and make a determination based
 5 upon the submitted documentation as to the validity of the Class Member's claim. If the Settlement
 6 Administrator needs further information from Defendant concerning the Class Member's claim, the
 7 Settlement Administrator will notify Defendant and Class Counsel and request the needed
 8 information. Defendant's records will be presumed determinative if there is a dispute over the dates
 9 of employment that the Class Member worked as a non-exempt or hourly-paid employee in
 10 California, unless the Class Member has submitted valid and compelling documentation to support
 11 his or her claim to a different number of Workweeks than the number shown on the Class Notice.
 12 The Settlement Administrator will resolve all disputes by applying the above standard, and the
 13 decision of the Settlement Administrator on any such disputes will be final.

14 3.3.2 Entry of Appearance at Class Members' Own Expense: Pursuant to
 15 California Rule of Court, Rule 3.766(d)(5), any Class Member who does not Opt Out may, if the
 16 Class Member so desires, enter an appearance through counsel at his or her own expense, and will
 17 be advised of this by way of the Class Notice. Class Members who choose to enter such an
 18 appearance are responsible for any attorneys' fees or costs incurred as a result thereof.

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

address). Alternatively, Class Members may choose to voice their objections at the Final Approval Hearing. A Class Member who objects to the Settlement will still be considered a Participating Class Member who is subject to the Settlement.

3.3.1 Opting Out of Settlement: Class Members may elect to Opt Out of the Settlement and, thus, exclude themselves from the Settlement. Class Members who wish to exercise this option must submit a timely and valid Request for Exclusion to the Settlement Administrator, postmarked on or before the Response Deadline, in accordance with Paragraph 3.2.6. If a valid Request for Exclusion is not received by the Settlement Administrator from a Class Member on or before the Response Deadline, then that Class Member will be deemed to have forever waived his or her right to Opt Out. The Class Notice will advise Class Members of their option to Opt Out and will contain instructions on how to do so. Class Members who do not Opt Out by submitting valid and timely Requests for Exclusion will be deemed to be Participating Class Members, will be bound by the Settlement and the Judgment entered based thereon. Class Members who Opt Out by submitting valid and timely Requests for Exclusion will not be bound by the Settlement, will not be entitled to any benefits thereunder, or to make any objection to the Settlement. PAGA Employees will release their Released PAGA Claims and receive an Individual PAGA Settlement Payment regardless of whether they request exclusion from the Settlement.

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

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

3.4 Final Approval Hearing.

3.4.1 After the Response Deadline, a Final Approval Hearing will be held before the Court in order to: (1) determine whether the Court should grant final approval of the Settlement; (2) consider objections to the Settlement; and (3) consider Class Representatives' application for an award of Attorneys' Fees and Costs to Class Counsel and the Service Payment to the Class Representatives. At the Final Approval Hearing, the Parties will request that the Court grant final

1 approval of the Settlement and enter the Final Approval Order and Judgment. The Parties will take
2 all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court rejects
3 the Stipulation, fails to enter the Final Approval Order and Judgment, this Stipulation will be void,
4 and Defendant will have no obligation to make any payments under the Settlement, other than the
5 Settlement Administration Costs; however, the Parties and their counsel agree to make all
6 reasonable efforts to fix any issues that the Court cites for its non-approval as set forth in Paragraph
7 3.1.2.

8 **3.5 Releases**

9 3.5.1 Release by Participating Class Members. Upon the Effective Date, each of
10 the Participating Class Members (including the Class Representatives) will be deemed to have, and
11 by operation of the Judgment will have fully, finally, and forever released, relinquished and
12 discharged Defendant and the Released Parties from any and all Released Claims.

13 3.5.2 Release by PAGA Employees. Upon the Effective Date, each of the PAGA
14 Employees will be deemed to have, and by operation of the Judgment will have fully, finally, and
15 forever released, relinquished and discharged Defendant and the Released Parties from any and all
16 Released PAGA Claims.

17 3.5.3 Class Representatives' General Release of Claims

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

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

28 ii. In consideration for the Service Payments and as an inducement for
Defendant to enter into this Stipulation, with respect to the Class Representatives only, the Released

1 Claims will additionally include any and all claims including Unknown Claims against Defendant
2 that accrued during the Class Period, but does not include claims for: age discrimination under the
3 Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits,
4 state disability compensation, previously vested benefits under any Employer-sponsored benefits
5 plan or claims under the Employment Retirement Income Security Act of 1974.

6 iii. Any Class Representative(s) may hereafter discover facts in addition
7 to or different from those which he or she now knows or believes to be true with respect to the
8 subject matter of the Released Claims, but any such Class Representatives, upon the Effective Date,
9 will be deemed to have, and by operation of the Judgment will have fully, finally, and forever settled
10 and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent
11 or non-contingent, whether or not concealed or hidden, which then exist, or previously have existed
12 upon any theory of law or equity now existing or coming into existence in the future, including, but
13 not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any
14 duty, law or rule, without regard to the subsequent discovery or existence of such different or
15 additional facts. The Class Representatives acknowledge that the foregoing waiver was separately
16 bargained for and a key element of the Settlement of which this release is a part. Notwithstanding
17 any other provision of this Stipulation, the Parties recognize that because the only Unknown Claims
18 released by this Stipulation are those Unknown Claims that meet the definition of Released Claims,
19 the release effectuated by this Stipulation will not extend to Unknown Claims other than those
20 described in Paragraph 1.44 above.

21 **3.6 Termination of Settlement; Reasonable Steps to Cure.**

22 3.6.1 In the event that the Settlement is not be approved in its entirety by the Court,
23 or in the event that the Effective Date does not occur, Defendant will have the option to void the
24 Settlement, and in such case, no payments will be made by Defendant to anyone, other than the cost
25 of administration, in accordance with the terms of this Stipulation, and this Stipulation will be
26 deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this provision,
27 the Parties agree to take all reasonable steps to cure any issues cited by the Court as reason for non-
28 approval of any matter(s) filed with the Court for preliminary and final approval. In the event that

1 more than five percent (5%) of the Class Members Opt Out by submitting timely and valid Requests
2 for Exclusion to the Settlement Administrator by the Response Deadline, Defendant will have the
3 right to terminate and void this Settlement; however, Defendant must notify Class Counsel, of its
4 intention to nullify the Settlement in writing by certified mail to James Hawkins and Christina Lucio
5 of James Hawkins APLC, 9880 Research Drive, Suite 200 Irvine, CA 92678, within three (3) weeks
6 after the expiration of the Response Deadline.

7 **3.7 Miscellaneous Provisions.**

8 3.7.1 No Person will have any claim against Class Counsel, the Settlement
9 Administrator, or any of the Released Parties based on the payments made or other actions taken
10 substantially in accordance with the Settlement or further orders of the Court.

11 3.7.2 In the event that the Settlement is not substantially approved by the Court,
12 after all reasonable steps to cure have been exhausted, or the Settlement is terminated, cancelled,
13 declared void, or fails to become effective in accordance with its terms, or if the Judgment does not
14 become final, or to the extent cancellation is otherwise provided for in this Stipulation, the Parties
15 will resume the Litigation at that time as if no Stipulation had been entered. In such event, the terms
16 and provisions of the Stipulation will have no further force and effect with respect to the Parties and
17 will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or
18 order entered by the Court in accordance with the terms of the Stipulation will be treated as vacated.
19 Notwithstanding any other provision of this Stipulation, if the Court should fail to award attorneys'
20 fees to Class Counsel in the full amount provided for in this Stipulation, no order of the Court or
21 modification of any order of the Court concerning the amount of any attorneys' fees to be paid by
22 Defendant to Class Counsel pursuant to this Settlement will constitute grounds for cancellation or
23 termination of the Stipulation or grounds for limiting any other provision of the Judgment. It is
24 agreed that no order of the Court, including any order concerning attorneys' fees, may alter or
25 otherwise increase the Maximum Settlement Amount.

26 3.7.3 The Parties (a) acknowledge that it is their intent to consummate this
27 agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
28 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the

1 Stipulation; (c) agree to seek and to attempt to obtain preliminary and final approval by Court of the
2 Settlement; and (d) agree to reasonably work together to seek and attempt to obtain preliminary and
3 final approval of the Stipulation should the Court not grant approval upon the first presentation.

4 3.7.4 The Parties and attorneys agree to keep the Settlement confidential until the
5 motion for preliminary approval of the Settlement is filed. Thereafter, the Parties will agree to make
6 no comments to the media or otherwise publicize the terms of the Settlement.

7 3.7.5 The Parties agree that they will not engage in making or publishing written
8 statements which are disparaging to the reputation of the other or their corporate parents and
9 affiliates.

10 3.7.6 The Stipulation compromises claims which were contested and the subject of
11 a good faith dispute, and it will not be deemed an admission by any of the Parties as to the merits of
12 any claim or defense. The Parties agree that the amounts paid in settlement of the Litigation and the
13 other terms of the Settlement were negotiated at arms-length and in good faith with sufficient
14 information by the Parties and reflect a settlement that was reached voluntarily after consultation
15 with competent legal counsel.

16 3.7.7 All of the exhibits to the Stipulation and material and integral parts hereof
17 and are fully incorporated herein by this reference.

18 3.7.8 The Stipulation may be amended or modified only by a written instrument
19 signed by or on behalf of all Parties or their respective counsel, subject to approval by the Court.

20 3.7.9 The Stipulation constitutes the entire agreement among the Parties hereto and
21 no representations, warranties or inducements have been made to any party concerning the
22 Stipulation or its exhibits other than the representations, warranties and covenants contained and
23 memorialized in such documents. Except as otherwise provided herein, each party will bear its own
24 costs.

25 3.7.10 The Parties understand and acknowledge that: (a) they have performed an
26 independent investigation of the allegations of fact and law made in connection with this Litigation;
27 and (b) even if they may hereafter discover facts in addition to, or different from, those that they
28 now know or believe to be true with respect to the subject matter of the Litigation as reflected in

1 this Settlement Agreement, that will not affect or in any respect limit the binding nature of this
2 Settlement Agreement. It is the Parties' intention to resolve their disputes in connection with this
3 Litigation pursuant to the terms of this Settlement Agreement and thus, in furtherance of their
4 intentions, the Settlement Agreement will remain in full force and effect notwithstanding the
5 discovery of any additional facts or law, or changes in law, and this Settlement will not be subject
6 to rescission or modification by reason of any changes or differences in facts or law, subsequently
7 occurring or otherwise.

8 3.7.11 Class Counsel, on behalf of the Class Members, is expressly authorized by
9 the Class Representatives to take all appropriate action required or permitted to be taken by the Class
10 pursuant to the Stipulation to affect its terms and also expressly authorized to enter into any
11 modifications or amendments to the Stipulation.

12 3.7.12 Each counsel or other Person executing the Stipulation or any of its exhibits
13 on behalf of any Parties hereby warrants that such Person has full and express authority to do so.

14 3.7.13 The Stipulation may be executed in one or more counterparts. All executed
15 counterparts and each of them will be deemed to be one and the same instrument. A complete set of
16 executed counterparts will be filed with the Court.

17 3.7.14 The Stipulation will be binding upon, and inure to the benefit of, the
18 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does not
19 create any third-party beneficiaries unless otherwise specifically provided herein.

20 3.7.15 The Court will retain jurisdiction with respect to implementation and
21 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
22 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, in
23 conformity with California Rules of Court, Rule 3.769 and California Civil Procedure Code section
24 664.6.

25 3.7.16 The Stipulation and the exhibits hereto will be considered to have been
26 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
27 and the rights and obligations of the parties to the Stipulation will be construed and enforced in
28 accordance with, and governed by, the internal, substantive laws of the State of California without

1 regard to principles of conflicts of law.

2 3.7.17 The language of all parts of this Stipulation will in all cases be construed as
3 a whole, according to its fair meaning, and not strictly for or against either party. No party will be
4 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
5 contractual and are the product of negotiations between the parties and their counsel. Each party
6 and their/its counsel cooperated in the drafting and preparation of the Stipulation. In any
7 construction to be made of the Stipulation, the Stipulation will not be construed against any party
8 and the canon of contract interpretation set forth in California Civil Code § 1654 will not be applied.

9 3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken
10 on a weekend or a Court holiday, then the action may be taken on the next business day, unless
11 otherwise specified by law or rule of Court, except that should the Response Deadline (or
12 extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall
13 on a Saturday and regular U.S. Mail service is in operation that day, then no further extension
14 pursuant to this paragraph will apply to these specific deadlines.

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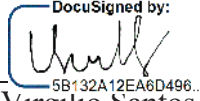
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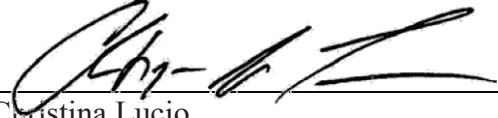
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DATED: _____, 2022 By: _____
Plaintiff Julio Rovira

DATED: _____, 2022 By: _____
Plaintiff Lorena Renteria

DATED: 9/15/2022, 2022 By: 
Plaintiff Virgilio Santos

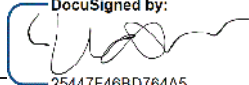
DATED: _____, 2022 By: _____
on behalf of Defendant Silverado Senior Living
Management, Inc.

DATED: September 15, 2022 By: 
Christina Lucio
Attorneys for Plaintiff

DATED: _____, 2021 By: _____
Joshua Carlon
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

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DATED: _____, 2022 By: _____
Plaintiff Julio Rovira

DATED: 9/15/2022, 2022 By:  _____
Plaintiff Lorena Kenteria

DATED: _____, 2022 By: _____
Plaintiff Virgilio Santos

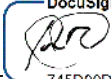
DATED: _____, 2022 By: _____
on behalf of Defendant Silverado Senior Living
Management, Inc.

DATED: _____, 2022 By: _____
Christina Lucio
Attorneys for Plaintiff

DATED: _____, 2021 By: _____
Joshua Carlon
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

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DATED: 9/16/2022, 2022 By:

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Plaintiff Julio Kovira

DATED: _____, 2022 By:

Plaintiff Lorena Renteria

DATED: _____, 2022 By:

Plaintiff Virgilio Santos

DATED: _____, 2022 By:

on behalf of Defendant Silverado Senior Living
Management, Inc.

DATED: _____, 2022 By:

Christina Lucio
Attorneys for Plaintiff

DATED: _____, 2021 By:

Joshua Carlon
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

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DATED: _____, 2022 By: _____
Plaintiff Julio Rovira

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DATED: _____, 2022 By: _____
Plaintiff Lorena Renteria

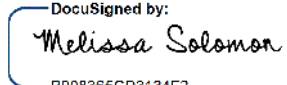
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DATED: _____, 2022 By: _____
Plaintiff Virgilio Santos

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DATED: 9/21/2022, 2022 By: 
on behalf of Defendant Silverado Senior Living
Management, Inc.

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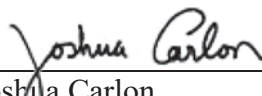
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DATED: _____, 2022 By: _____
Christina Lucio
Attorneys for Plaintiff

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DATED: 09/21, 2022 By: 
Joshua Carlon
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendant

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