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BY FAX

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FILED
Superior Court of California
County of Sacramento

11/01/2023

V. Aleman, Deputy

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

Coordination Proceeding
Special Title (Rule 3.550)

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28

**SUNSHINE RETIREMENT WAGE AND
HOUR CASES**

) **~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

) Date: October 20, 2023
) Time: 9:00 a.m.
) Dept.: 28

) Action filed: September 22, 2021

**~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**



1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit brought
2 by Lupe Morales, Erika Muniz, and Blanca Navarro, the Named Plaintiffs ("Plaintiffs" or "Named
3 Plaintiffs") against Defendants Sunshine Retirement Living, LLC dba Creekside Oaks, Folsom
4 Retirement LP, Antioch Retirement Residence LP, Deer Park Retirement Residence LP, La Mesa
5 Retirement Residence LP, LaQuinta Investors LP, Canterbury Court Investors LLC, and Fountain
6 Valley Senior Living LLC (hereinafter referred to as "Defendants"); and

7 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
8 settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement (the
9 "Settlement Agreement"), which, together with the exhibits annexed thereto, sets forth the terms and
10 conditions for a proposed Settlement and final resolution of the Action upon the terms and conditions
11 set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits
12 annexed thereto;

13 NOW, THEREFORE, IT IS HEREBY ORDERED:

14 1. This Order incorporates by reference the definitions in the Settlement Agreement, and
15 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
16 Agreement. Per the Parties' Settlement Agreement, the Court hereby conditionally certifies the
17 following Settlement Class: All current and former non-exempt hourly individuals employed by
18 Defendants at any time from September 27, 2017, until October 20 2023, at any of the Defendant's
19 California facilities.

20 2. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
21 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
22 Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released
23 Parties as follows:

24 a. Plaintiffs' Release. As part of the consideration for the settlement of Plaintiffs'
25 representative service awards, Plaintiffs shall enter into individual general releases of
26 all known and unknown claims of any type whatsoever that they may have against the
27 Released Parties. These releases are entitled "Individual General Release,"

1 (“Releases”). These Releases are incorporated herein by reference and attached to
2 the settlement agreement as **Exhibit B**. These Releases include, but are not
3 limited to, a release of all claims under the Fair Employment and Housing Act,
4 Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964. This
5 will also include a release of any and all claims, known or unknown, contingent or
6 accrued arising out of any act or event that occurred prior to execution of the release,
7 including a California Civil Code section 1542 waiver.

- 8 b. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of Plaintiffs’ Release, the named Plaintiffs expressly waive and relinquish
10 the provisions, rights, and benefits, if any, of section 1542 of the California Civil
11 Code, which reads:

12 A general release does not extend to claims that the creditor or releasing party does
13 not know or suspect to exist in his or her favor at the time of executing the release,
14 and that if known by him or her would have materially affected his or her settlement
with the debtor or Released Party

- 15 c. Release by Class Members: Each Class Member who does not opt out of
16 the settlement shall be deemed to release the Released Parties from any and
17 all claims, known or unknown, that: were asserted in any and/or all of the
18 complaints in the Action and/or any of Plaintiffs’ letters to the LWDA
19 (including any subsequently amended complaints or letters); and/or any and
20 all claims, that could have been asserted based on the factual allegations in
21 all of the complaints in the Action and/or any of Plaintiffs’ letters to the
22 LWDA (including any subsequently amended complaints or letters). This
23 includes but is not limited to claims for or related to: pay for all hours
24 worked/compensation due for services; calculation of the regular rate of pay;
25 rest periods; meal and/or rest period premiums pay, including the calculation
26 of the meal and/or rest period premium pay; wage statements; payment of
27 wages at termination; maintain accurate and complete records; unfair

1 competition related to any or all of the foregoing; any unpaid wages or
2 compensation related to any or all of the foregoing; restitution related to any
3 or all of the foregoing; and any penalties, including statutory or civil
4 penalties, related to any or all of the foregoing. This release includes any and
5 all claims pursuant to: California Labor Code sections §§ 200, et seq., 204,
6 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, et seq.; Business
7 & Professions Code § 17200; and Industrial Welfare Commission Wage
8 Order 5-01. The release shall run through October 20, 2023

- 9 d. Release by PAGA Representative Action Members: Each PAGA
10 Representative Action Member, irrespective of whether he or she opts out of
11 the settlement as a Non-Participating Class Member, shall be deemed to
12 release the Released Parties from any and all claims, known or unknown, for
13 civil penalties under California Labor Code section 2698 et seq. (PAGA)
14 that: were asserted in any and/or all of the complaints in the Action and/or
15 any of Plaintiffs' letters to the LWDA (including any subsequently amended
16 complaints or letters); and/or any and all claims, that could have been
17 asserted based on any or all the factual allegations in any and/or all of the
18 complaints in the Action and/or any of Plaintiffs' letters to the LWDA
19 (including any subsequently amended complaints or letters). This release
20 includes, but is not limited to, claims for PAGA civil penalties premised on:
21 California Labor Code sections §§ 200, et seq. (inclusive of section 201-
22 203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
23 1197, 1198, and 2698, et seq.; failure to pay overtime; failure to pay for all
24 hours worked/compensation due for services; calculation of the regular rate
25 of pay, including failure to include all remuneration into the regular rate for
26 overtime, meal and rest period premiums and sick pay, and other incentive
27 payments when calculating the overtime rate; failure to provide meal
28 periods; failure to authorize and permit rest periods; failure to pay meal or

1 rest period premiums, including the calculation of the meal and/or rest period
2 premium pay; failure to provide accurate itemized wage statements; and
3 failure to timely pay wages at termination; The release shall run through
4 October 20, 2023.

5 3. Named Plaintiffs are hereby appointed and designated, for all purposes, as the
6 representative of the Class and Representative Action, and the following attorneys are hereby
7 appointed and designated as counsel for the Named Plaintiff, the Class Representatives and the Class:
8 Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Theodore Tang of
9 Frontier Law Center, and Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire
10 Law Firm (“Class Counsel”). Class Counsel are authorized to act on behalf of Participating Class
11 Members with respect to all acts or consents required by, or which may be given pursuant to, the
12 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Objecting
13 Class Member may enter an appearance through counsel of such Class Member’s own choosing and
14 at such Class Member’s own expense.

15 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
16 reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The
17 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The Court
18 finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class
19 Members when balanced against the potential outcomes of further litigation relating to liability and
20 damages issues. The Court further finds that the Settlement has been reached as the result of serious
21 and non-collusive, arms-length negotiations by Defendants and Plaintiff (the “Settling Parties”).

22 5. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 720
23 Ninth Street, Sacramento, CA 95814-1380, on January 19, 2024 at 9:00 a.m., in Department 28, to
24 determine all necessary matters concerning the Settlement, including: whether the proposed
25 settlement of the Action should be finally approved by the Court; whether a Judgment, as provided
26 in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in
27 the Settlement Agreement should be approved as fair, adequate and reasonable to the Class Members;

and to finally approve Class Counsel's Fees Award and Cost Award, the Class Representative's Enhancement award, payment to the Labor and Workforce Development Agency and the Settlement Administration Costs.

6. The Court hereby approves, as to form and content, the Notice, attached hereto as Exhibit 1 as revised per the Court's instructions. The Court finds that distribution of the Notice, substantially in the manner and form set forth in the Settlement Agreement and this Order, meets the requirements of due process, is the best notice practicable under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

7. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and hereby directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class Members the Notice (**Exhibit 1**) by first class mail at their last known address within fourteen (14) days of receiving a Class Information from Defendants.

8. Any Class Member (as defined by the Settlement Agreement) may choose to opt-out of the Settlement or object to the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement Class or objecting to the settlement. Class Members will have forty-five (45) days from the date of mailing of the Notice in which to postmark objections or a notice of opting out. All Class Members who do not timely and properly notify the Settlement Administrator of their desire to opt-out of the Settlement, shall become bound by all determinations of the Court, the Settlement Agreement and Judgment.

9. Any Class Member who did not opt-out may appear at the Settlement Hearing and may object or express his/her views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. However, if a Class Member requests exclusion, the Class Member shall not be heard or entitled to object, and no papers or briefs submitted by any such person shall be received or considered by the Court.

10. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those pertaining to the administration of the Settlement of the Action.

1 11. The Court reserves the right to adjourn or continue the date of the Final Settlement
2 Hearing and all dates provided for in the Settlement Agreement without further notice to Class
3 Members, and retains jurisdiction to consider all further applications arising out of or connected with
4 the proposed Settlement.

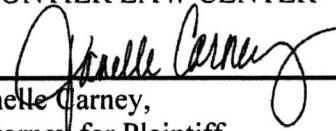
5
6 Dated: _____

JUDGE OF THE SUPERIOR COURT

7 APPROVED AS TO FORM AND CONTENT:
8

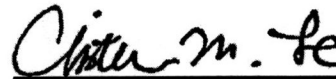
9 Date: October 23, 2023

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

10 
11 Janelle Carney,
12 Attorney for Plaintiff
Lupe Morales

13 Date: October 23, 2023

WILSHIRE LAW FIRM

14 
15 Justin F. Marquez
16 Christina M. Le
17 Zachary D. Greenberg
18 Attorney for Plaintiff Erika Muniz

19 Date: October 23, 2023

TONKON TORP LLP

20 By: _____

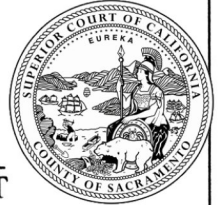
21 Haley Morrison
22 Megan R. Reuther
23 Attorneys for Defendant
24
25
26
27

1 11. The Court reserves the right to adjourn or continue the date of the Final Settlement
2 Hearing and all dates provided for in the Settlement Agreement without further notice to Class
3 Members, and retains jurisdiction to consider all further applications arising out of or connected with
4 the proposed Settlement.

5
6 Dated: 11/01/2023


Lauri A. Damrell / Judge

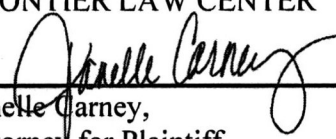
JUDGE OF THE SUPERIOR COURT



7 APPROVED AS TO FORM AND CONTENT:
8

9 Date: October 23, 2023

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

10
11 
Janelle Carney,
12 Attorney for Plaintiff
Lupe Morales

13 Date: October 23, 2023

WILSHIRE LAW FIRM

14
15 _____
16 Justin F. Marquez
Christina M. Le
17 Zachary D. Greenberg
Attorney for Plaintiff Erika Muniz

18 Date: October 23, 2023

TONKON TORP LLP

19
20 By:

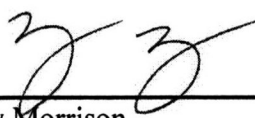

Haley Morrison
21 Megan R. Reuther
22 Attorneys for Defendant
23
24
25
26
27
28

Exhibit 1

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 Zachary D. Greenberg (SBN 237697)
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Attorneys for Plaintiffs, Erika Muniz and Blanca Navarro

COUNTY OF SACRAMENTO

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28

) NOTICE OF CLASS ACTION
) SETTLEMENT AND HEARING DATE
) FOR FINAL COURT APPROVAL

) Action filed: September 22, 2021

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

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Attorneys for Defendant Sunshine Retirement Living,
LLC, dba Creekside Oaks Retirement Community

1 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Sunshine Retirement Wage and Hour Cases, JCCP No. 5247*

4 Sacramento Superior Court

5 *The Superior Court for the State of California authorized this Notice. Read it carefully!*
6 *It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

7 You may be eligible to receive money from an employee class action lawsuit ("Action")
8 against Defendant, Sunshine Retirement Living, LLC, dba Creekside Oaks Retirement Community
9 (hereinafter collectively referred to as "Defendant" or "SRL") for alleged wage and hour violations.
10 The Action was filed by Lupe Morales, Erika Muniz, and Blanca Navarro, current and former
11 employees of Defendant.

12 Plaintiffs seek payment of (1) unpaid wages for a class of all current and former non-
13 exempt hourly individuals employed by Defendant at any time from September 27, 2017, until the
14 date of preliminary approval or sixty (60) days after the agreement is signed, whichever is earlier,
15 at any of the Defendant's California facilities.

16 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to
17 fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund
18 Individual PAGA Payments and pay penalties to the California Labor and Workforce Development
19 Agency ("LWDA").

20 Based on Defendant's records, and the Parties' current assumptions, **your Individual Class**
21 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
22 **estimated to be \$_____.** The actual amount you may receive likely will be different and will
23 depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then
24 according to Defendant's records you are not eligible for an Individual PAGA Payment under the
25 Settlement because you didn't work during the PAGA Period.)

26 The above estimates are based on Defendant's records showing that **you worked _____**
27 **workweeks during the Class Period and you worked _____ workweeks during the PAGA**
28 **Period.** If you believe that you worked more workweeks during either period, you can submit a
challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this
2 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
3 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have
4 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
5 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and
6 Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
7 that requires Defendant to make payments under the Settlement and requires Class Members and
8 Aggrieved Employees to give up their rights to assert certain claims against Defendant.
9 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two
10 basic options under the Settlement:

11 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
12 Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.
13 As a Participating Class Member, though, you will give up your right to assert Class
14 Period wage claims and PAGA Period penalty claims against Defendant.

15 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
16 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
17 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class
18 Payment. You will, however, preserve your right to personally pursue Class Period wage claims
19 against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual
20 PAGA Payment. *You cannot opt-out of the PAGA portion of the proposed Settlement.*

21 **Defendant will not retaliate against you for any actions you take with respect to the
22 proposed Settlement.**

23 /////

24 /////

25 /////

26 /////

27 /////

28 /////

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____ (45 days)	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ (45 days)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The

Submitted by _____

number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all wages, specifically failing to pay proper premium overtime and failing to calculate the regular rate when paying meal and/or rest period violations; and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Adam Rose of Frontier Law Center and Christina Le, Justin F. Marquez, and Zachary Greenberg, of Wilshire Law Firm. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

1 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
2 authorized this Notice, and scheduled a hearing to determine Final Approval.

3 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

4 1. Defendant Will Pay \$940,000.00 as the Gross Settlement Amount (Gross
5 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the
6 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
7 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
8 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be
9 paid to the California Labor and Workforce Development Agency ("LWDA").

10 Funding of Gross Settlement Amount. Upon the Court entering an order granting Final
11 Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund the
12 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
13 Administrator, as follows:

14 (a) Within 30 days of the Court entering an order granting final approval, Defendant shall
15 deposit \$200,000 with the Administrator.

16 (b) Within 6 months of the Court entering an order granting preliminary approval,
17 Defendant shall deposit \$270,000 with the Administrator.

18 (c) Within 12 months of the Court entering an order granting preliminary approval,
19 Defendant shall deposit \$470,000 with the Administrator.

20 Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the
21 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
22 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
23 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
24 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
25 Payment and the Class Representative Service Payment shall not precede disbursement of
26 Individual Class Payments and Individual PAGA Payments.

27 The Judgment will be final on the date the Court enters Judgment, or a later date if
28 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

1 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions
3 from the Gross Settlement, the amounts of which will be decided by the Court at the
4 Final Approval Hearing:

- 5 A. Up to \$313,333.33 (33.33% of the Gross Settlement] to Class
6 Counsel for attorneys' fees and up to \$25,000.00 for their litigation
7 expenses. To date, Class Counsel have worked and incurred expenses on
8 the Action without payment.
- 9 B. Class Representative Award of up to \$10,000.00 to each Class
10 Representative for filing the Action, working with Class Counsel and
11 representing the Class. A Class Representative Award will be the only
12 monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment
13 and any Individual PAGA Payment.
- 14 C. Up to \$22,000.00 to the Administrator for services administering
15 the Settlement.
- 16 D. Up to \$50,000.00 for PAGA Penalties, allocated 75% (\$37,500.00) to the
17 LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA
18 Payments to the Aggrieved Employees based on their PAGA Period Pay
19 Periods. Participating Class Members have the right to object to any of
20 these deductions. The Court will consider all objections.

21 3. Net Settlement Distributed to Class Members. After making the above deductions in
22 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
23 (the "Net Settlement") by making Individual Class Payments to Participating
24 Class Members based on their Class Period Workweeks.

25 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking
26 the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages
27 ("Wage Portion") and 80% to [e.g., interest, etc.] ("Non-Wage Portion."). The Wage Portion is
28 subject to withholdings and will be reported on IRS W-2 Forms.

1 Defendant will separately pay employer payroll taxes it owes on the Wage Portion outside
2 the gross settlement fund. The Individual PAGA Payments are counted as penalties rather than
3 wages for tax purposes. The Administrator will report the Individual PAGA Payments and the
4 Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. It will be your
5 responsibility to pay any tax owing on these amounts.

6 Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving
7 you any advice on whether your Payments are taxable or how much you might owe in taxes.
8 You are responsible for paying all taxes (including penalties and interest on back taxes)
9 on any Payments received from the proposed Settlement. You should consult a tax
10 advisor if you have any questions about the tax consequences of the proposed Settlement.

11 5. Need to Promptly Cash Payment Checks. The front of every check issued for
12 Individual Class Payments and Individual PAGA Payments will show the date when the check
13 expires (the void date). If you don't cash it by the void date, your check will be automatically
14 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
15 Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed
16 Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

17 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as
18 a Participating Class Member, participating fully in the Class Settlement, unless you notify
19 the Administrator in writing, not later than _____, that you wish to opt-out. The easiest
20 way to notify the Administrator is to send a written and signed Request for Exclusion by the
21 _____ Response Deadline. The Request for Exclusion should be a letter from a Class
22 Member or his/her representative setting forth a Class Member's name, present address, telephone
23 number, and a simple statement electing to be excluded from the Settlement. Excluded Class
24 Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but
25 will preserve their rights to personally pursue wage and hour claims against Defendant.

26 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
27 themselves from the Class Settlement (Non-Participating Class Members) remain eligible
28 for Individual PAGA Payments and are required to give up their right to assert PAGA

1 claims against Defendant based on the PAGA Period facts alleged in the Action.

2 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
3 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
4 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
5 and Defendant has agreed that, in either case, the Settlement will be void: Defendant will not pay
6 any money and Class Members will not release any claims against Defendant.

7 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the
8 "Administrator") to send this Notice, calculate and make payments, and process Class Members'
9 Requests for Exclusion. The Administrator will also decide Class Member Challenges over
10 Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to
11 administer the Settlement. The Administrator's contact information is contained in Section 9 of this
12 Notice.

13 9. Participating Class Members' Release. After the Judgment is final and Defendant
14 has fully funded the Gross Settlement and separately paid all employer payroll taxes,
15 Participating Class Members will be legally barred from asserting any of the claims
16 released under the Settlement. This means that unless you opted out by validly excluding
17 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any
18 other lawsuit against Sunshine Retirement Living, LLC, dba Creekside Oaks Retirement
19 Community, or related entities for wages based on the Class Period facts and PAGA penalties
20 based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

21 The Participating Class Members will be bound by the following release:
22 Each Class Member who does not opt out of the settlement shall be deemed to
23 release the Released Parties from any and all claims, known or unknown, that: were
24 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
25 letters to the LWDA (including any subsequently amended complaints or letters);
26 and/or any and all claims, that could have been asserted based on the factual
27 allegations in all of the complaints in the Action and/or any of Plaintiffs' letters to
28 the LWDA (including any subsequently amended complaints or letters). This
includes but is not limited to claims for or related to: pay for all hours
worked/compensation due for services; calculation of the regular rate of pay; rest
periods; meal and/or rest period premiums pay, including the calculation of the meal
and/or rest period premium pay; wage statements; payment of wages at termination;
maintain accurate and complete records; unfair competition related to any or all of
the foregoing; any unpaid wages or compensation related to any or all of the

1 foregoing; restitution related to any or all of the foregoing; and any penalties,
2 including statutory or civil penalties, related to any or all of the foregoing. This
3 release includes any and all claims pursuant to: California Labor Code sections §§
4 200, et seq., 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, et seq.;
5 Business & Professions Code § 17200; and Industrial Welfare Commission Wage
6 Order 5-01. The release shall run through October 20, 2023.

7 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
8 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all
9 Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or
10 not they exclude themselves from the Settlement. This means that all Aggrieved
11 Employees, including those who are Participating Class Members and those who opt-out
12 of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA
13 claim against Sunshine Retirement Living, LLC, dba Creekside Oaks Retirement Community, or
14 their related entities based on the PAGA Period facts alleged in the Action and resolved by this
15 Settlement.

16 The Aggrieved Employees' Releases for Participating and Non-Participating Class
17 Members are as follows:

18 Each PAGA Representative Action Member, irrespective of whether he or she opts
19 out of the settlement as a Non-Participating Class Member, shall be deemed to
20 release the Released Parties from any and all claims, known or unknown, for civil
21 penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were
22 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
23 letters to the LWDA (including any subsequently amended complaints or letters);
24 and/or any and all claims, that could have been asserted based on any or all the
25 factual allegations in any and/or all of the complaints in the Action and/or any of
26 Plaintiffs' letters to the LWDA (including any subsequently amended complaints or
27 letters). This release includes, but is not limited to, claims for PAGA civil penalties
28 premised on: California Labor Code sections §§ 200, et seq. (inclusive of section
201-203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
1197, 1198, and 2698, et seq.; failure to pay overtime; failure to pay for all hours
worked/compensation due for services; calculation of the regular rate of pay,
including failure to include all remuneration into the regular rate for overtime, meal
and rest period premiums and sick pay, and other incentive payments when
calculating the overtime rate; failure to provide meal periods; failure to authorize
and permit rest periods; failure to pay meal or rest period premiums, including the
calculation of the meal and/or rest period premium pay; failure to provide accurate
itemized wage statements; and failure to timely pay wages at termination; The
release shall run through October 20, 2023 .

1 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

2 A. The estimated proportionate share of the Net Settlement Amount shall be
3 determined by the Settlement Administrator pursuant to the following formula:

4 a. The Settlement Administrator shall calculate the total aggregate
5 number of weeks that all Class Members were employed by, and worked for,
6 Defendant as non-exempt hourly individuals employed in California at any
7 time during the Class Period, excluding weeks when the Class Members did
8 not work or were on leave for the entire week ("Total Workweeks").

9 b. The value of each individual Qualifying Workweek shall then be
10 determined by dividing the Net Settlement Amount by the Total
11 Workweeks, resulting in the "Workweek Value." Each Individual
12 Settlement Share shall then be determined by multiplying the
13 individual Participating Class Member's number of Qualifying
14 Workweeks by the Workweek Value.

15 c. The Parties stipulate to a) class certification for purposes of settling
16 the Action only; and b) stipulate to stay the action pending approval.
17 The Parties agree that class certification will be revoked if the Court
18 denies preliminary or final approval of the settlement, or if the
19 settlement does not become final for any other reason. The Parties
20 shall cooperate in good faith to secure a court order staying the
21 Action and all deadlines, pending implementation of the settlement.
22 If the settlement is declared null and void by Defendant pursuant to
23 Paragraph 10, or if the Court denies preliminary or final approval of
24 the settlement, the Parties will resume litigation.

25 B. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
26 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
27 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You
28 have until _____ to challenge the number of Workweeks and/or Pay Periods

1 credited to you. You can submit your challenge by signing and sending a letter to the
2 Administrator via mail. (See Section 9 of this Notice for the Administrator's contact information.)

3 You need to support your challenge by sending copies of pay stubs or other records. The
4 Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on
5 Defendant's records as accurate unless you send copies of records containing contrary information.
6 You should send copies rather than originals because the documents will not be returned to you.
7 The Administrator will resolve Workweek and/or Pay Period challenges based on your submission
8 and on input from Class Counsel (who will advocate on behalf of Participating Class Members)
9 and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise
10 challenge its final decision.

11 **5. HOW WILL I GET PAID?**

12 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
13 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
14 including those who also qualify as Aggrieved Employees. The single check will combine the
15 Individual Class Payment and the Individual PAGA Payment. Please make sure the administrator
16 has your correct address.

17 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
18 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the
19 Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same
20 address as this Notice. If you change your address, be sure to notify the Administrator as soon as
21 possible. Section 9 of this Notice has the Administrator's contact information.

22 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

23 Submit a written and signed letter with your name, present address, telephone number, and
24 a simple statement that you do not want to participate in the Settlement. The Administrator
25 will exclude you based on any writing communicating your request be excluded. Be sure to
26 personally sign your request, identify the Action as *Sunshine Retirement Wage and Hour Cases*,
27 and include your identifying information (full name, address, telephone number, approximate dates
28 of employment, and social security number for verification purposes). You must make the request

1 yourself. If someone else makes the request for you, it will not be valid. **The Administrator must**
2 **be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the
3 Notice has the Administrator's contact information.

4 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

5 Only Participating Class Members have the right to object to the Settlement. Before
6 deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court
7 to approve. At least _____ days before the _____ Final Approval Hearing, Class
8 Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes,
9 among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for
10 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is
11 requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are
12 requesting as a Class Representative Service Award. Upon reasonable request, Class
13 Counsel (whose contact information is in Section 9 of this Notice) will send you copies of
14 these documents at no cost to you. You can also view them on the Administrator's Website
_____ or the Court's website _____.

15 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
16 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested
18 by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written**
19 **objections to the Administrator is _____.** Be sure to tell the Administrator what
20 you object to, why you object, and any facts that support your objection. Make sure you
21 identify the Action *Sunshine Retirement Wage and Hour Cases* and include your name, current
22 address, telephone number, and approximate dates of employment for Defendant and sign the
23 objection.

24 Section 9 of this Notice has the Administrator's contact information.

25 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
26 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)
27 should be ready to tell the Court what you object to, why you object, and any facts that
28

1 support your objection. See Section 8 of this Notice (immediately below) for specifics
2 regarding the Final Approval Hearing.

3 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

4 You can, but don't have to, attend the Final Approval Hearing on January 19, 2024 at 9:00
5 a.m. in Department 28 of the Sacramento Superior Court, located at 720 Ninth Street, Sacramento,
6 CA 95814-1380. At the Hearing, the judge will decide whether to grant Final Approval of the
7 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the
8 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
9 before making a decision. You can attend (or hire a lawyer to attend) either personally, or virtually.
10 Check the Court's website for the most current information.

11 It's possible the Court will reschedule the Final Approval Hearing. You should check the
12 Court's website at <https://www.saccourt.ca.gov/default.aspx> beforehand or contact Class
13 Counsel to verify the date and time of the Final Approval Hearing.

14 **9. HOW CAN I GET MORE INFORMATION?**

15 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under
16 the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
17 Settlement documents is to go to the court's website at New Portal: Sacramento Superior Court
18 ([ca.gov](https://www.saccourt.ca.gov)). You can also telephone or send an email to Class Counsel or the Administrator using the
19 contact information listed below. You can also make an appointment to personally review court
20 documents in the Clerk's Office at the Sacramento Superior Court courthouse by calling 916-874-
21 5522.

22 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
23 ABOUT THE SETTLEMENT.**

24 **Class Counsel:**

25 Janelle Carney, Esq.
26 JANELLE CARNEY – ATTORNEY AT LAW, APC
27 14758 Pipeline Ave., Suite E
28 Chino Hills, CA 91709
Tel. (909) 521-9609
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4 23901 Calabasas Road, #2074
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8 Justin F. Marquez (SBN 262417)
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11 cle@wilshirelawfirm.com
12 Zachary D. Greenberg (SBN 237697)
13 zgreenberg@wilshirelawfirm.com
14 WILSHIRE LAW FIRM
15 3055 Wilshire Blvd., 12th Floor
16 Los Angeles, California 90010
17 Telephone: (213) 381-9988
18 Facsimile: (213) 381-9989

19 Settlement Administrator: ILYM Group, Inc.
20 Name of Company:
21 Email Address:
22 Mailing Address:
23 Telephone:
24 Fax Number:

25 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

26 If you lose or misplace your settlement check before cashing it, the Administrator will
27 replace it as long as you request a replacement before the void date on the face of the original
28 check. If your check is already void, you should consult the Unclaimed Property Fund
https://www.sco.ca.gov/upd_inss.html, for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or
otherwise change your mailing address.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On October 24, 2023, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

Haley Morrison
haley.morrison@tonkon.com
megan.holley@tonkon.com
amanda.drenner@tonkon.com
Megan Reuther
megan.reuther@tonkon.com
Tonkon Torp
888 SW Fifth Avenue, Suite 1600
Portland, OR 97204

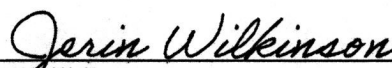
Manny Starr
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WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com

Executed on October 24, 2023 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Jerin Wilkinson