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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LATISHA ANQUNETTE JOHNSON,
individually, and on behalf of other members
of the general public similarly situated and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff

vs.

AMERICARE HEALTH & RETIREMENT
INC., a California corporation;
SILVERGATE FALLBROOK, an unknown
business entity; AMERICARE
HEALTHCARE & RETIREMENT, INC., an
unknown business entity; SILVERGATE
SAN MARCOS, an unknown business entity;
SILVERGATE RETIREMENT RESIDENCE
& MEMORY CARE SUITES, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 37-2022-00051286-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: July 12, 2024
Time: 9:00 a.m.
Department: C-73

Complaint Filed: December 22, 2022
Trial Date: None Set

1 This matter has come before the Honorable Joel R. Wohlfeil in Department C-73 of the
2 above-entitled Court, located at 330 West Broadway, San Diego, California 92101, on Plaintiff
3 Roel Galicia's ("Plaintiff") Motion for Final Approval of Class Action Settlement ("Motion for
4 Final Approval"), Motion for Attorneys' Fees and Costs, and Service Award ("Motion for Fees").
5 Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Quarles & Brady LLP appeared on
6 behalf of Defendant Americare Health & Retirement Inc. ("Defendant").

7 On November 3, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Class Action and Private Attorney
10 General Act Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"),
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
12 of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

18 2. This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 3. The Court finds that the applicable requirements of California Code of Civil
21 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
22 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
23 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
24 hereby defined to include:

25 All persons who are or have been employed by Defendant in California as
26 nonexempt employees at any time during the period of January 2, 2016 through
27 December 2, 2021 ("Class" or "Class Members").

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1 4. The Notice of Proposed Class Action Settlement and Hearing Date for Court
2 Approval that was approved by the Court on November 3, 2023 (“Initial Class Notice”), and the
3 Further Notice of Proposed Class Action Settlement and Hearing Date For Court Approval that
4 was approved by the Court on April 4, 2024 (“Corrective Class Notice”) (together the Initial Class
5 Notice and Corrective Class Notice are referred to as, the “Class Notices”) which were both
6 provided to the Class Members, fully and accurately informed the Class Members of all material
7 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,
8 or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
9 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
10 State of California, the United States Constitution, due process and other applicable law. The Class
11 Notices fairly and adequately described the Settlement and provided the Class Members with
12 adequate instructions and a variety of means to obtain additional information.

13 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
14 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
15 specifically, the Court finds that the Settlement was reached following meaningful discovery and
16 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
17 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
18 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
19 Court has considered all of the evidence presented, including evidence regarding the strength of
20 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
21 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
22 completed; and the experience and views of Class Counsel. The Court has further considered the
23 absence of objections to and the minimal requests for exclusion from the Settlement submitted by
24 Class Members. Accordingly, the Court hereby directs that the Settlement be affected in
25 accordance with the Settlement Agreement and the following terms and conditions.

26 6. A full opportunity has been afforded to the Class Members to participate in the
27 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
28 heard. The Class Members also have had a full and fair opportunity to exclude themselves from

1 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and
2 validly opt out of the Settlement (“Settlement Class Member”) are bound by the Settlement and
3 by this order and judgment (“Final Approval Order and Judgment”).

4 7. The Court finds that the allocation of \$200,000.00 toward penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
6 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
7 Penalties as follows: the amount of \$150,000.00 to the California Labor and Workforce
8 Development Agency, and the amount of \$50,000.00 to be included in the Net Settlement Amount
9 for distribution to Settlement Class Members, according to the terms and methodology set forth in
10 the Settlement Agreement.

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$11,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Simpluris, Inc., shall issue payment to itself in the amount of \$11,500.00, in
15 accordance with the terms and methodology set forth in the Settlement Agreement.

16 9. In accordance with the Court’s signed order on April 4, 2024, Defendant shall pay
17 the Settlement Administrator, Simpluris Inc. separately and in addition to the escalated Gross
18 Settlement Amount in the amount of \$1,550.64 (“Additional Settlement Administration Costs”).

19 10. The Court hereby enters Judgment by which Settlement Class Members shall be
20 conclusively determined, upon the Effective Date and Defendant’s full funding of the Gross
21 Settlement Amount, to have given a release of the Released Parties of and from any and all
22 Released Claims, as set forth in the Settlement Agreement and Class Notices.

23 11. It is hereby ordered that within ten (10) calendar days of the entry of this Final
24 Approval Order and Judgment, Defendant shall deposit the Gross Settlement Amount (i.e.,
25 \$1,474,154.69) into a qualified settlement account by the Settlement Administrator, plus an
26 amount sufficient to pay Employer Taxes, in accordance with the terms and methodology set forth
27 in the Settlement Agreement. Additionally, within ten (10) calendar days of the entry of this Final
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Approval Order and Judgment, Defendant shall also pay the Settlement Administrator the Additional Settlement Administration Costs.

12. It is hereby ordered that within ten (10) calendar days of Defendant fully funding the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follow: (a) Individual Settlement Payments to Class Members; (b) Attorneys' Fees and Costs to Class Counsel; (c) Settlement Administration Costs to the Settlement Administrator; (d) Service Award to the Class Representative; (e) applicable tax withholdings and employer's portion of payroll tax and contributions to the appropriate taxing authorities; and (f) the LWDA Payment to the Labor and Workforce Development Agency.

13. Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. Any funds remaining as the result of cancelled checks shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash their checks, until such time that they claim their property. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by this Settlement Agreement.

14. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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1 15. Notice of entry of this Final Approval Order and Judgment shall be given to the
2 Settlement Class Members by posting a copy of the Final Approval Order and Judgment on
3 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date
4 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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6 Dated: _____

Honorable Joel R. Wohlfeil
Judge of the Superior Court