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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

MAR 12 2025

BY Valerie Uruena  
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

ANGEL PEREZ, on behalf of herself and all  
others similarly situated,

Plaintiff,

vs.

HILTON MANOR, LLC; BLUE JAY  
MANOR, LLC; JUNIPER MANOR, LLC;  
BRIGHT SKY HOME HEALTH CARE,  
INC.; BRIGHT SKY HOSPICE CARE INC.;  
ELEANOR ISWINARI POSNER; and DOES  
3-50, inclusive,

Defendants.

) Case No. CIVSB2220728

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

) Date: March 12, 2025

) Time: 8:30 a.m.

) Judge: Hon. Christian Towns

) Dept: S-26

) Action Filed: September 16, 2022

) Trial Date: None

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

FILED BY FAX

1 On March 12, 2025, a hearing was held on the motion of plaintiff Angel Perez ("Plaintiff")  
2 for final approval of the class settlement (the "Settlement"). Torey Joseph Favarote and David H.  
3 Danning of Gleason Favarote LLP appeared for Plaintiff; and Garrett M. Fahy and Hwui Lee  
4 appeared for Hilton Manor, LLC ("Hilton"), Juniper Manor, LLC ("Juniper"), and Elizabeth  
5 Iswinari Posner ("Posner") (collectively referred to as "Defendants").

6 The parties have submitted the Settlement, which this Court preliminarily approved by its  
7 order entered on October 29, 2024. In accordance with the Preliminary Approval Order, Class  
8 Members have been given notice of the terms of the Settlement and the opportunity to object to it  
9 or to exclude themselves from the Settlement.

10 Having received and considered the Settlement, the supporting papers filed, and the  
11 evidence and argument received by the Court at the hearing before it entered the Preliminary  
12 Approval Order and at the Final Approval Hearing on March 12, 2025, the Court grants final  
13 approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as  
14 follows:

15 1. Pursuant to the Preliminary Approval Order, a notice of proposed Settlement was  
16 sent to each Class Member by first-class mail. This notice informed Class Members of the terms of  
17 the Settlement, their right to receive a Settlement share, their right to object to the Settlement or to  
18 elect not to participate in the Settlement and pursue their own remedies, and their right to appear in  
19 person or by counsel at the Final Approval Hearing and be heard regarding the approval of the  
20 Settlement. Adequate periods of time were provided by each of these procedures. The Court finds  
21 and determines that this notice procedure afforded adequate protections to Class Members and  
22 provides the basis for the Court to make an informed decision regarding approval of the Settlement  
23 based on the responses of Class Members. The Court finds and determines that the notice provided  
24 in this case was the best notice practicable and satisfied the requirements of law and due process.

25 2. Although the Settlement does not release any PAGA claims, the California Labor  
26 and Workforce Development Agency (the "LWDA") was given timely notice of the Settlement  
27 pursuant to the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code  
28 § 2699(1)(2). The notice of Settlement invited comment on the Settlement. The Court finds and

1.

1 determines that this notice of the Settlement was timely, adequate, and compliant with PAGA.

2 3. For the reasons stated in the Preliminary Approval Order, the Court finds and  
3 determines that the proposed Class, which is defined as "all persons currently or formerly  
4 employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt  
5 employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a  
6 workweek during the Class Period" by the Settlement and conditionally certified by the  
7 Preliminary Approval Order, meets all of the legal requirements for class certification, and it is  
8 hereby ordered that the Class is finally approved and certified as a class for purposes of the  
9 Settlement.

10 4. The Court further finds and determines that the terms of the Settlement are fair,  
11 reasonable and adequate to the Class and to each Class Member and that the Class Members who  
12 did not timely submit valid elections not to participate in the Settlement in accordance with the  
13 Settlement Agreement and the Preliminary Approval Order will be bound by the Settlement, that  
14 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement  
15 should be and hereby are ordered to be consummated.

16 5. The Court finds and determines that the Settlement amounts to be paid to the Class  
17 Members, as provided for by the Settlement, are fair and reasonable. The Court hereby gives final  
18 approval to and orders the payment of those amounts be made to the Class Members in accordance  
19 with the Settlement.

20 6. The Court finds and determines that the fees and expenses in administrating the  
21 Settlement, in the amount of \$8,000, are fair and reasonable. The Court hereby gives final  
22 approval to and orders that amount be paid out of the Settlement in accordance with its terms.

23 7. The Court determines that the Class Counsel's attorneys' fees and costs in the  
24 amounts of \$200,000 and \$12,000 respectively are fair and reasonable and orders that these  
25 amounts be paid in accordance with the Settlement.

26 8. The Court determines that the Class Representative Enhancement Award in the  
27 amount of \$10,000 to be fair and reasonable and orders that this amount be paid in accordance with  
28 the Settlement.

1           9.     Without affecting the finality of this order in any way, the Court retains jurisdiction  
2 of all matters relating to the interpretation, administration, implementation, effectuation and  
3 enforcement of this order and the Settlement.

4           10.    Nothing in this order will preclude any action to enforce the parties' obligations  
5 under the Settlement or under this order, including the requirement that Defendants make payments  
6 in accordance with the Settlement.

7           11.    Upon completion of administration of the Settlement, the Settlement Administrator  
8 will provide written certification of such completion to the Court and counsel for the parties.

9           12.    Pursuant to the Settlement, upon this final approval and Defendants' complete  
10 funding of the Settlement and all required employer share of payroll taxes, Plaintiff, all Class  
11 Members, and the released parties as defined in the Settlement, will release the following claims:

12               All claims for: unpaid overtime wages under Labor Code §§ 510, 558, 558.1,  
13 1194, and 1198; failure to provide accurate itemized wage statements under Labor  
14 Code § 226(a); waiting time penalties under Labor Code §§ 201-203 and Business  
15 & Professions Code § 17200, et. seq. that were alleged, or reasonably could have  
16 been alleged, during the Class Period based on the facts stated in the Operative  
17 Complaint ("the Released Claims"). The Participating Class Members do not release  
18 any claims against Eleanor Iswinari Posner in connection with her actions after the  
19 Class Period or in connection with any entities other than Hilton Manor, LLC and  
20 Juniper Manor, LLC during the Class Period. The Class Members' release of the  
21 Released Claims is effective upon Defendants' complete funding of the Settlement  
22 pursuant to section 4.3 of the Agreement.

23           13.    The PAGA and the failure to provide meal periods and rest breaks and  
24 reimbursement of business expenses claims (Plaintiff's Third, Fourth, Fifth, Sixth, and Eighth  
25 causes of action in the operative Complaint) in this action are dismissed without prejudice, as they  
26 are not part of the settled claims. The Class Members do not release any of these claims.

27           14.    Defendants deny and continues to deny all of the allegations made by Plaintiff in the  
28 Action and denies and continues to deny that it is liable or owe any damages, penalties, or other

1 compensation or remedies to anyone with respect to the alleged facts or claims asserted in the  
2 Action.

3 15. The parties are hereby ordered to comply with the terms of the Settlement.

4 16. The Court hereby enters final judgment in accordance with the terms of the  
5 Settlement, the Order Granting Preliminary Approval of Class Action Settlement entered on  
6 October 29, 2024, and this order, each side to bear its own costs and attorneys' fees except as  
7 provided by the Settlement.

8 17. The Court sets a hearing regarding the final distribution of the Settlement for

9 1/14, 2026.

10  
11 IT IS SO ORDERED.

12  
13 Dated: 3-12-2025

C. Towns

Hon. Christian Towns  
Judge of the Superior Court