

1 JAMIE SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 SEPIDEH ARDESTANI, ESQ. (SBN 274259)
sepideh@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7

8 Attorneys for Plaintiff LILLIAN DAVENPORT
on behalf of the State of California,
9 and others similarly situated and aggrieved

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN JOAQUIN**

12 LILLIAN DAVENPORT, on behalf of the
13 State of California, and others similarly
situated and aggrieved,

14 Plaintiff,

15 v.
16

17 BROOKDALE SENIOR LIVING
COMMUNITIES, INC., a Delaware
18 Corporation; EMERITUS
CORPORATION, a Washington
19 Corporation; and DOES 1-100, inclusive,

20 Defendants.
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Case No.: STK-CV-UOE-2023-0009791

**NOTICE OF ENTRY OF AMENDED
ORDER AND JUDGMENT GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

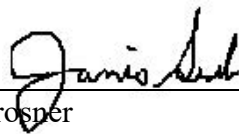
2
3 **PLEASE TAKE NOTICE THAT** the Court entered Amended Order and Judgment
4 Granting Motion For Approval of Settlement Under the Private Attorneys General Act on December
5 15, 2025. A true copy of the order is attached hereto as Exhibit A.

6 Respectfully submitted,

7 Dated: December 23, 2025

CROSNER LEGAL, P.C.

8
9 By:



Zach Crosner

Jamie Serb

Sepideh Ardestani

Attorneys for Plaintiff

Exhibit A

Filed DEC 15 2025
STEPHANIE BOHRER, CLERK
By [Signature]
DEPUTY

Jamie K. Serb, Esq. (SBN 289601)
jamie@crosnerlegal.com
Sepideh Ardestani, Esq. (SBN 274259)
sepideh@crosnerlegal.com
Zachary M. Crosner, Esq. (SBN 272295)
zach@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

Attorneys for Plaintiff LILLIAN DAVENPORT

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN

LILLIAN DAVENPORT, on behalf of the
State of California, and others similarly
situated and aggrieved,

Plaintiff,

v.

BROOKDALE SENIOR LIVING
COMMUNITIES, INC., a Delaware
Corporation; EMERITUS
CORPORATION, a Washington
Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0009791

Assigned for All Purposes to:
Hon. Barbara Kronlund
Dept. 10D

**AMENDED [PROPOSED] ORDER AND
JUDGMENT GRANTING MOTION FOR
APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT**

Date: December 3, 2025
Time: 9:00 a.m.
Dept.: 10D

ORIGINAL

FAKED

DEC 03 2025

1 Plaintiffs Lillian Davenport, Destiny Hernandez, Artin Torossian, Griselda Garcia, and
2 Jalisa Monique Blake's Motion for Approval of Settlement pursuant to the Private Attorneys
3 General Act ("PAGA") came on regularly for hearing before this Court. After considering the
4 Motion, the arguments of counsel at hearing if any, and good cause appearing, the Motion is
5 hereby GRANTED and the Court hereby ORDERS AND ADJUDGES as follows:

6 1. Except as otherwise indicated herein, all terms used herein shall have the same
7 meaning as defined in the PAGA Settlement Agreement ("Settlement"), a copy of which is
8 attached as Exhibit 1 to the Declaration of Sepidah Arestani ("Ardestani Declaration")
9 submitted in support of the Motion for Approval of Settlement Under Private Attorneys'
10 General Act (the "Motion"), filed on September 17, 2025.

11 2. On June 29, 2023, Plaintiff Davenport submitted a PAGA Notice to the Labor
12 Workforce and Development Agency ("LWDA"). On October 13, 2023, Plaintiff Hernandez
13 submitted a PAGA Notice to the LWDA. On October 31, 2023, Plaintiff Torossian submitted a
14 PAGA Notice to the LWDA. On January 9, 2024, Plaintiff Garcia submitted a PAGA Notice to
15 the LWDA. On November 15, 2023, Plaintiff Blake submitted a PAGA Notice to the LWDA.

16 3. Pursuant to the Settlement, Plaintiffs filed a First Amended Complaint in this
17 matter, consolidating all causes of action and plaintiffs from each of the Actions as defined in
18 the Settlement.

19 4. Pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code
20 section 2699, the Labor Workforce and Development Agency ("LWDA") was given notice of
21 the Settlement on September 15, 2025.

22 5. The Court has jurisdiction over the subject matter of this litigation, over all
23 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
24 under the Settlement.

25 6. The Settlement is approved under California Labor Code section 2699. The
26 Court has reviewed the Settlement, and finds the Settlement is fair, adequate, and reasonable.

27 7. The Court confirms approval of the Settlement as to the following group of
28 PAGA Aggrieved Employees, as defined in paragraph (I)(2) of the Settlement and modified

1 herein: "all of Defendants' current and former non-exempt employees who worked at any time
2 during the PAGA Period (July 7, 2022 to February 15, 2025)." The Court confirms approval of
3 the Settlement as to the following PAGA Period, as defined in paragraph (I)(11) of the
4 Settlement and modified herein: "the time period from July 7, 2022 through February 15,
5 2025." Pursuant to paragraph (II)(3) of the Settlement, Defendants elected to end the PAGA
6 Period on February 15, 2025, rather than the date this Court approves the Settlement.

7 8. The Court approves and incorporates by reference the terms and conditions of
8 the Settlement, and directs implementation of all remaining terms, conditions, and provisions,
9 of the Settlement, including with respect to any payments required therein.

10 9. The Notice of PAGA Settlement, attached as Exhibit 2 to the Ardestani
11 Declaration, fairly and adequately describes the Actions and the Settlement, and is approved.

12 10. The Court approves the PAGA Released Claims and Released Parties as set forth
13 in the Settlement:

14 "Defendants" means Emeritus Corporation, LLC, Brookdale
15 Senior Living Communities, Inc., Brea Emeritus LLC;
16 Emeritus Properties XVI, Inc.; Brookdale Senior Living
17 Communities, Inc.; Brookdale Employee Services, LLC;
18 Brookdale Employee Services – Corporate, LLC; Brookdale
19 Liberty, LLC; Brookdale Management of California, LLC;
20 Brookdale Chancellor, Inc.; Brookdale Gardens, Inc.;
21 Brookdale Living Communities, Inc.; Brookdale Wellington,
22 Inc.; Brookdale Operations, LLC; Brookdale Vehicle Holding,
23 LLC; Brookdale Provident Management, LLC; Summerville at
24 Heritage Place, LLC; Summerville at Barrington Court LLC;
25 Summerville at Fairwood Manor, LLC; Summerville at
26 Cobbco, Inc.; Summerville at Roseville Gardens LLC;
27 Summerville at Harden Ranch, LLC; Summerville at Atherton
28 Court LLC; BKD Twenty-One Propco, Inc.; BKD Twenty- One
Opco, Inc.; BKD Twenty-One Management Company; BKD
Gardens-Tarzana Propco, LLC; BKD Personal Assistance
Services, LLC; BKD Corona LLC; BKD Kettleman Lane LLC;
BKD Cortona Park, LLC; BKD Folsom LLC; BKD Lodi, LLC;
BKD FM7 Holdco CA, LLC; BKD Arbors of Santa Rosa, LLC,
and Brea Citrus Heights LLC.

"PAGA Released Claims" means all claims for PAGA penalties
that were alleged, or reasonably could have been alleged, based
on the PAGA Period facts stated in the Operative Complaints
of the Actions and Plaintiffs' PAGA Notices including, e.g., (1)
failure to pay all statutory and minimum wages; (2) failure to
properly calculate and pay overtime wages; (3) failure to
provide meal periods; (4) failure to authorize and permit rest

1 periods; (5) failure to pay all wages due upon separation of
2 employment; (6) failure to furnish accurately itemized wage
3 statements; (7) failure to reimburse business expenses; (8)
4 failure to maintain payroll records; (9) unlawful deductions;
5 (10) failure to pay all vested vacation time; (11) failure to
6 properly calculate and pay all sick pay; (12) failure to provide
7 one day's rest in seven; (13) failure to provide suitable seating;
8 (14) failure to pay reporting time pay; (15) failure to pay split
9 shift premiums; (16) failure to provide sufficient toilet facilities,
10 (17) failure to provide written notice of material employment
11 information; (18) failure to timely notify employees of potential
12 COVID-19 exposure; (19) requiring employees to patronize
13 Defendants' business in the purchase of anything of value; (20)
14 failure to provide personnel file; (21) failure to provide pay
15 records; (22) failure to provide suitable resting facilities; (23)
16 unlawful agreements; (24) unlawful financial and criminal
17 history inquiries; (25) failure to provide a safe and healthful
18 workplace; (26) refusal to make payment; (27) implementation
19 of unlawful labor conditions; and (28) failure to provide final
20 paychecks at the location of discharge or where work was last
21 performed, that arose during the PAGA Period. PAGA
22 Aggrieved Employees other than Plaintiffs will not be releasing
23 any underlying wage and hour claims through this settlement,
24 only PAGA claims. PAGA Aggrieved Employees will not be
25 provided with the opportunity to opt out of this PAGA
26 settlement and release.

27 In consideration for the payments awarded pursuant to the terms
28 of this Settlement, Plaintiffs, in their capacity as a private
attorney general, acting on behalf of themselves, the State of
California, and the PAGA Aggrieved Employees, agree that
upon the date that Defendants deposit the entire Maximum
Settlement Amount with the Settlement Administrator,
Plaintiffs, the LWDA, and the PAGA Aggrieved Employees
will release and discharge Defendants, together with any of
their respective predecessors, current and former parents,
subsidiaries, and affiliated entities and, with respect to each
such entity, each of their respective officers, directors,
employees, shareholders, owners, members, contractors,
landlords, joint venturers, partners, insurers, brokers, attorneys,
representatives, agents, successors, and assigns (the "Released
Parties") from any and all liability for the PAGA Released
Claims to the fullest extent permitted by law.

11. The Gross Settlement Amount, Net Settlement Amount, and the methodology used
to calculate each Aggrieved Employee Settlement Award, in accordance with the Settlement is
approved. The Court authorizes the Settlement Administrator to calculate and pay each
Aggrieved Employee Settlement Award in accordance with the terms of the Settlement.

12. The Court approves the following distributions from the Maximum Settlement
Amount for Attorneys' Fees and Costs and Representative Enhancement Payments:

- 1 a. The Court approves payment of \$845,833.83 from the Maximum
2 Settlement Amount to Plaintiffs' Counsel for attorneys' fees incurred,
3 specifically, \$241,062.50 (28.5%) to Crosner Legal, PC, \$198,770.83
4 (23.5%) to Capstone Law APC, \$109,958.33 (13%) to Messrelian Law
5 Inc., \$186,083.33 (22%) to Haines Law Group, APC, and \$109,958.33
6 (13%) to Bibiyan Law Group, P.C.
- 7 b. The Court approves payment of \$33,209.19 from the Maximum
8 Settlement Amount to Plaintiffs' Counsel for actual costs incurred,
9 specifically \$20,888.44 to Crosner Legal, PC, \$5,944.91 to Capstone
10 Law APC, \$691.44 to Messrelian Law Inc., \$2,467.97 to Haines Law
11 Group, APC, and \$3,216.43 to Bibiyan Law Group, P.C.
- 12 c. \$5,000.00 each for a Representative Enhancement Payment to Plaintiffs
13 Lillian Davenport, Destiny Hernandez, Artin Torossian, Griselda Garcia,
14 and Jalisa Monique Blake.

15 13. The Court approves Phoenix Settlement Administrators as the Settlement
16 Administrator. The Court further approves payment of \$21,995.00 from the Maximum
17 Settlement Amount to Phoenix Settlement Administrators for in consideration for administration
18 and distribution of the Settlement. To the extent that costs of administration do not reach the
19 aforementioned amount, the remainder shall be reverted by the Settlement Administrator into the
20 Net Settlement Amount without the need for further order of this Court.

21 14. Under the terms of the Settlement, the Court approves and directs payment of 75%
22 of the Net Settlement Amount to the LWDA. Under the terms of the Settlement, the Court
23 approves and directs payment of 25% of the Net Settlement Amount to the PAGA Aggrieved
24 Employees, which will be allocated and distributed by the Settlement Administrator in
25 accordance with the terms of the Settlement."

26 15. Without affecting the finality of this Order and Judgment, the Court retains
27 jurisdiction over the Actions to the extent necessary to interpret, enforce, and effectuate the terms
28 and intent of the Settlement.

16. Nothing in this Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Judgment simply represent a compromise of disputed allegations.

17. Plaintiffs are directed to submit a copy of this Order and Judgment to the LWDA within 10 days of the date of this Order and Judgment.

18. This Order and Judgment is binding on the State of California and the alleged aggrieved employees. *See Arias v. Superior Court* (2019) 46 Cal. 4th 969, 986 (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on the state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

IT IS SO ORDERED AND ADJUDGED.

Dated: 12/15/25


Judge of the Superior Court

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PROOF OF SERVICE
LILLIAN DAVENPORT V. BROOKDALE SENIOR LIVING COMMUNITIES, INC. ET AL.
San Joaquin Court Case No. STK-CV-UOE-2023-0009791

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On December 23, 2025, I served true copies of the following document(s) described as
**NOTICE OF ENTRY OF AMENDED ORDER AND JUDGMENT GRANTING MOTION
FOR APPROVAL OF SETTLEMENT UNDER THE PRIVATE ATTORNEYS
GENERAL ACT**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address mathew@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error. Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 23, 2025, at Los Angeles, California.



Mathew Adame

1 SERVICE LIST

2 *LILLIAN DAVENPORT V. BROOKDALE SENIOR LIVING COMMUNITIES, INC. ET AL.*
3 *San Joaquin Court Case No. STK-CV-UOE-2023-0009791*

4 Shannon R. Bryce (SBN 229041)

Attorneys for Defendants

5 SBoyce@littler.com

6 James A. Becerra

7 jbecerra@littler.com

8 Littler Mendelson, PC

9 2049 Century Park East, 5th Floor

10 Los Angeles, CA 90067-3107

11 Lmontenegro@littler.com

12 MESSRELIAN LAW INC.

Attorneys for Artin Torossian

13 Harout Messrelilian, Esq. (SB# 272020)

14 2 hm@messrelilianlaw.com

15 101 N. Brand Blvd., Suite 1450

16 3 Glendale, California 91203

17 4 Telephone: (818) 484-6531

18 Facsimile: (818) 956-1983

19 Raul Perez (SBN 174687)

Attorneys for Destiny Hernandez

20 Raul.Perez@capstonelawyers.com

21 Roxanna Tabatabaeepour (SBN 260187)

22 Roxanna.Taba@capstonelawyers.com

23 Ryan Tish (SBN 274284)

24 Ryan.Tish@capstonelawyers.com

25 Alexander Wallin (SBN 320420)

26 Alexander.Wallin@capstonelawyers.com

27 CAPSTONE LAW APC

28 1875 Century Park East, Suite 1000

Los Angeles, California 90067

Telephone: (310) 556-4811

Facsimile: (310) 943-0396

1 HAINES LAW GROUP, APC
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 Fletcher W. Schmidt (SBN 286462)
5 fschmidt@haineslawgroup.com
6 Matthew K. Moen (SBN 305956)
7 mmoen@haineslawgroup.com
8 Aden M. Khachadorian (SBN 346908)
9 akhachadorian@haineslawgroup.com
10 2155 Campus Drive, Suite 180
11 El Segundo, California 90245
12 Tel: (424) 292-2350
13 Fax: (424) 292-2355

Attorneys for GRISELDA GARCIA

9 **VIA PAGA ONLINE FILING**
10 **ONLY:**

11 California Labor & Workforce
12 Development Agency
13 ATTN: PAGA Administrator
14 455 Golden Gate Avenue, 9th Floor
15 San Francisco, CA 94102
16 PAGAFilings@dir.ca.gov