

FILED
Superior Court of California
County of Los Angeles

05/09/2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

WENDY LEAL HERERRA, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MEADOWBROOK ASSISTED LIVING LLC,
a California limited liability company; SLH
AGOURA HILLS MANAGER, LLC, an
Illinois limited liability company; and DOES 1-
50, Inclusive,

Defendants.

Case No.: 22STCV34427

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: May 9, 2024

Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept.: 7

1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement ("Agreement") and Motion for Attorneys' Fees and Litigation Costs and Class
3 Representative Payment duly came on for hearing on May 9, 2024, before the above-entitled Court.
4 Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff Wendy Leal
5 Herrera ("Plaintiff"). Lewis Brisbois appeared on behalf of Defendants SLH Agoura Hills Manager,
6 LLC and Senior Lifestyle Holding Company, LLC (hereinafter "Defendants").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 22STCV34427,
15 entitled *Wendy Leal Herrera v. Meadowbrook Assisted Living LLC, et al.*, and over all Parties to
16 this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On December 5, 2023, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on January 24, 2024.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was March 11, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. Only three (3) Class Members
4 requested exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of Six Hundred
7 Thousand Dollars and Zero Cents (\$600,000.00). The Agreement is entitled to a presumption of
8 fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. Only three requests for exclusion were
18 received.

19 e. The participation rate is high. Approximately 99.13% of Class
20 Members will be participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
23 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
24 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Payment in the amount of
3 \$30,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA
4 Payment and the allocation of \$22,500.00 to LWDA and \$7,500.00 to Aggrieved Employees is fair
5 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
6 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Costs**

8 10. The Agreement provides for a payment for Attorneys' Fees and Litigation
9 Costs in the amount of up to Two Hundred, Eighteen Thousand, One Hundred Sixty-Two Dollars
10 and Twenty Cents (\$218,162.20). Subject to Court approval, the Attorneys' Fees and Litigation
11 Costs consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, or Two
12 Hundred Thousand Dollars and Zero Cents (\$200,000.00) and reimbursement of Litigation Costs in
13 the amount of Eighteen Thousand, One Hundred Sixty-Two Dollars and Twenty Cents
14 (\$18,162.20).

15 11. A payment of Attorneys' Fees and Litigation Costs of Two Hundred,
16 Eighteen Thousand, One Hundred Sixty-Two Dollars and Twenty Cents (\$218,162.20) comprised
17 of Attorneys' Fees in the amount of Two Hundred Thousand Dollars (\$200,000) and reimbursement
18 of Litigation Costs in the amount of Eighteen Thousand, One Hundred Sixty-Two Dollars and
19 Twenty Cents (\$18,162.20) is reasonable in light of the contingent nature of Class Counsel's fee,
20 the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
21 attorneys' fee award represents 1/3 of the common fund, which is reasonable, and is supported by
22 Class Counsel's lodestar.

23 **Class Representative Payment**

24 12. The Agreement provides for a Class Representative Payment of up to Ten
25 Thousand Dollars and Zero Cents (\$10,000.00) allocated to the Plaintiff, subject to the Court's
26 approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is
27 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

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1 **Settlement Administration Expenses**

2 13. The Agreement provides for Administration Expenses Payment to be paid in
3 an amount not to exceed \$8,200.00. The Declaration of the Administrator provides that the actual
4 claims Administration Expenses Payment was \$8,200.00. The amount of this payment is reasonable
5 in light of the work performed by the Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 All current and former non-exempt California employees who worked for
12 Defendants at any time during the Class Period (October 27, 2018, through July 18,
13 2023).

14 2. There are 345 members of the Class. Every person in the Class who did not
15 opt out is a Participating Class Member. After providing Notice to the Class, there were three (3)
16 opt-outs to the Settlement.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
21 exchange the Class Members shall release the “Released Parties” from the “Released Class Claims”
22 and the “Aggrieved Employees” shall release the “Released Parties” from the “Released PAGA
23 Claims.”

24 a. The “Released Parties” means Defendants and each of their former,
25 present and future parents, affiliates, partners, subsidiaries, predecessors, successors, joint
26 employers, and their affiliated entities and each of their respective owners, officers, directors,
27 managing agents, employees, partners, principals, shareholders, agents, and all entities with any
28 lessor, lessee, or ownership interest in the seniors housing community commonly known as

1 Meadowbrook of Agoura Hills, and any other successors, heirs, assignees, accountants, auditors,
2 consultants, legal representatives, attorneys, insurers, and claims representatives.

3 b. The “Released Class Claims” are defined as all class claims alleged
4 in the operative complaint, or which could have reasonably been alleged in the operative complaint
5 based on the same operative facts, and that occurred during the Class Period, including claims for
6 1) unfair competition arising from the labor code violations alleged or could have been alleged in
7 the operative complaint, 2) failure to pay minimum wages, 3) failure to pay overtime wages, 4)
8 failure to provide meal periods, 5) failure to provide rest periods, 6) failure to reimburse business
9 expenses, 7) failure to provide wages when due, and 8) failure to provide accurate wage statements.
10 The Released Class Claims are limited to those that accrued during the Class Period. The Released
11 Class Claims expressly exclude claims for penalties pursuant to PAGA, which shall be separately
12 released herein.

13 c. The “Aggrieved Employees” are defined as all current and former
14 non-exempt California employees who worked for Defendants at any time during the PAGA Period
15 [August 16, 2021, through July 18, 2023].

16 d. The “Released PAGA Claims” are defined as all claims for PAGA
17 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
18 Operative Complaint and the PAGA Notice and that occurred during the PAGA Period, including
19 claims for PAGA penalties arising out of or based on: 1) failure to pay minimum wages, 2) failure
20 to pay overtime wages, 3) failure to provide meal periods, 4) failure to provide rest periods, 5) failure
21 to reimburse business expenses, 6) failure to provide wages when due, and 7) failure to provide
22 accurate wage statements.

23 5. Class Counsel are awarded attorneys’ fees in the amount of Two Hundred,
24 Eighteen Thousand, One Hundred Sixty-Two Dollars and Twenty Cents (\$218,162.20) for the
25 Attorneys’ Fees and Litigation Costs comprised of one-third of the Gross Settlement Amount, or
26 Two Hundred Thousand Dollars (\$200,000.00) (“Attorneys’ Fees”) and Litigation Costs in the
27 amount of Eighteen Thousand, One Hundred Sixty-Two Dollars and Twenty Cents (\$18,162.20).
28

1 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants,
2 Plaintiff, or members of the Class.

3 6. The payment of the Class Representative Payment to the Plaintiff in the
4 amount of \$10,000.00 is approved.

5 7. The payment of \$8,200.00 to the Administrator for Administration Expenses
6 Payment is approved.

7 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
8 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
9 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
10 fraud or collusion.

11 9. Final Judgment is hereby entered in this action. The Final Judgment shall
12 bind each Participating Class Member.

13 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
14 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
15 ("PAGA").

16 11. The Court further finds and determines that Class Counsel satisfied California
17 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
18 under the Private Attorney General Act ("PAGA") on August 16, 2022, and again on April 19, 2024.

19 12. The Court orders Class Counsel to comply with California Labor Code §
20 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
21 entry of this Order.

22 13. The Agreement is not an admission by Defendants, nor is this Final Approval
23 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
24 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
25 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
26 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
27 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
28 in any event be construed as, or deemed to be evidence of, an admission or concession with regard

1 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
2 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
3 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
4 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
5 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
6 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
7 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
8 or issue preclusion or similar defense as to the claims being released by the Settlement.

9 14. Notice of entry of this Final Approval Order and Judgment shall be given to
10 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
11 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
12 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class
13 Notice.

14 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
15 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
16 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
17 connection with the distribution of settlement benefits.

18 16. If the Settlement does not become final and effective in accordance with the
19 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
20 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
21 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

22 **IT IS SO ORDERED.**

23 **DATED:** _____, 2024

24 17. The court sets a non-appearance case review regarding the final disbursement of the
25 settlement proceeds for May 9, 2025 at 9:00 a.m. The Administrator shall file a declar-
26 ation re same five court days in advance.

27 Hon. Lawrence P. Riff
JUDGE OF THE SUPERIOR COURT



Lawrence P. Riff / Judge

05/09/2024