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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] JUDGMENT

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
4 Court. The parties having settled this action and the Court having entered an Order Granting
5 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
6 therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The
9 Class is defined as "all current and former non-exempt California employees who worked for
10 Defendants SLH Agoura Hills Manager, LLC and Senior Lifestyle Holding Company, LLC
11 ("Defendants") at any time during the Class Period [October 27, 2018, through July 18, 2023].

12 2. All persons who meet the foregoing definition are Participating Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
17 fees and litigation costs, except as otherwise provided in the Agreement, the Order Granting
18 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and
24 each Class Member who has not validly opted out has released the "Released Parties" from the
25 "Released Class Claims" as set forth in the Agreement.

26 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

27 (a) The "Released Class Claims" are defined all class claims alleged in the
28 operative complaint, or which could have reasonably been alleged in the operative complaint

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

9 (b) The “Released Parties” are defined as Defendants and each of their former,
10 present and future parents, affiliates, partners, subsidiaries, predecessors, successors, joint
11 employers, and their affiliated entities and each of their respective owners, officers, directors,
12 managing agents, employees, partners, principals, shareholders, agents, and all entities with any
13 lessor, lessee, or ownership interest in the seniors housing community commonly known as
14 Meadowbrook of Agoura Hills, and any other successors, heirs, assignees, accountants, auditors,
15 consultants, legal representatives, attorneys, insurers, and claims representatives.

16 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
17 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
18 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
19 the “PAGA Period” as set forth in the Agreement.

20 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

21 (a) The “Aggrieved Employees” are defined as all current and former non-
22 exempt California employees who worked for Defendant at any time during the PAGA Period
23 [August 16, 2021, through July 18, 2023].

24 (b) The “Released PAGA Claims” are defined as all claims for PAGA penalties
25 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
26 Complaint and the PAGA Notice and that occurred during the PAGA Period, including claims for
27 PAGA penalties arising out of or based on: 1) failure to pay minimum wages, 2) failure to pay
28 overtime wages, 3) failure to provide meal periods, 4) failure to provide rest periods, 5) failure to

1 reimburse business expenses, 6) failure to provide wages when due, and 7) failure to provide
2 accurate wage statements.

3 9. This Court hereby grants final approval and awards the following: (i) Two
4 Hundred, Eighteen Thousand, One Hundred Sixty-Two Dollars and Twenty Cents (\$218,162.20)
5 for the Attorneys' Fees and Litigation Costs comprised of one-third of the Gross Settlement
6 Amount, or Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) ("Attorneys' Fees")
7 and Litigation Costs in the amount of Eighteen Thousand, One Hundred Sixty-Two Dollars and
8 Twenty Cents (\$18,162.20); (ii) the Class Representative Payment to Class Representative,
9 Wendy Leal Herrera in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00)
10 allocated to the Plaintiff in exchange for a general release; (iii) Administration Expenses Payment
11 of Eight Thousand Two Hundred Dollars and Zero Cents (\$8,200.00) to Apex Class Action LLC;
12 (iv) Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) (75% of the
13 PAGA Payment) to the Labor and Workforce Development Agency ("LWDA Payment"); and
14 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (25% of the PAGA Payment)
15 allocated to the Individual PAGA Payments.

16 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
17 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
18 California Labor Code section 2699(1)(3).

19 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
20 **ORDERED.**

21 DATED: _____, 2024
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24 _____
25 Hon. Lawrence P. Riff
26 JUDGE OF THE SUPERIOR COURT
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