

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE**

NEREIDA BARELA, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

QUAIL PARK RETIREMENT VILLAGE, LLC, an unknown business entity; LIVING CARE, an unknown business entity; MORRISON COMMUNITY LIVING, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: VCU282224

Honorable David C. Mathias
Department 1

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

Complaint Filed: February 25, 2020
Trial Date: None Set

1
2
3
4
5
6
7

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

8
9
10
11
12

This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiff Nereida Barela, individually and on behalf of the Class and Defendants Quail Park Retirement Village, LLC, Millennium Advisors, Inc. dba Living Care (erroneously sued as “Living Care”), and Morrison Management Specialist, Inc. dba Morrison Community Living (erroneously sued as “Morrison Community Living”).

13
14
15
16
17
18
19
20
21
22

DEFINITIONS

23
24
25
26
27
28

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action Settlement.

2. “Action” represents all causes of action, claims, and allegations in the Complaint filed in *Barela v. Quail Park Retirement Village, LLC et al.*, Case No. VCU282224, pending before the Tulare County Superior Court.

3. “Class Counsel” means Protection Law Group, LLP and Lawyers *for* Justice, PC.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Total Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five percent (35%) of the Total Settlement Amount (\$278,250.00) and the reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

5. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within ten (10) business days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active

1 employment as a non-exempt employee employed by Quail Park Retirement Village, LLC and/or
2 Morrison Management Specialist, Inc. dba Morrison Community Living in the State of
3 California; and (6) any other information required by the Settlement Administrator in order to
4 effectuate the terms of the Settlement.

5 6. “Class” or “Class Members” means all non-exempt employees who were
6 employed by Quail Park Retirement Village, LLC and/or Morrison Management Specialist, Inc.
7 dba Morrison Community Living who worked at a Quail Park Retirement Village, LLC facility
8 within the State of California at any time during the Class Period.

9 7. “Class Period” means the period from February 25, 2016 to May 31, 2020.

10 8. “Class Representative” means Plaintiff Nereida Barela in her capacity as a
11 representative of the Participating Class Members.

12 9. “Class Representative Incentive Payment” means the amount that the Court
13 authorizes to be paid to Plaintiff Barela, in addition to her Individual Settlement Payment, in
14 recognition of the efforts and risks she has taken in assisting with the prosecution of the Action
15 and in exchange for the General Release of her claims as provided herein.

16 10. “Court” means the Superior Court of the State of California for the County of
17 Tulare.

18 11. “Defendants” means Quail Park Retirement Village, LLC, Millennium Advisors,
19 Inc. dba Living Care (erroneously sued as “Living Care”), and Morrison Management Specialist,
20 Inc. dba Morrison Community Living (erroneously sued as “Morrison Community Living”).

21 12. “Effective Date” means the later of: (a) if no timely objections are filed or if all
22 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
23 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any
24 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
25 that does not alter the terms of the Settlement.

26 13. “Final Approval” means the Court entering an order granting final approval of
27 the Settlement Agreement.

1 14. “Total Settlement Amount” means the sum of Seven Hundred Ninety Five
2 Thousand Dollars (\$795,000.00). The Total Settlement Amount is non-reversionary; no portion
3 of the Total Settlement Amount will return to Defendants.

4 15. “Individual Settlement Payment” means the amount payable from the Net
5 Settlement Amount to each Participating Class Member. Individual Settlement Payments shall be
6 paid by a settlement check made payable to Participating Class Members.

7 16. “Net Settlement Amount” means the funds available for payments to the Class,
8 which shall be the amount remaining after the following amounts are deducted from the Total
9 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
10 Administration Costs, (4) Class Representative Incentive Payment to Plaintiff; and (5) employer-
11 side payroll taxes on the wage portion of Participating Class Members Individual Settlement
12 Payments (subject to approval by the Court).

13 17. “Class Notice” means the Notice of Proposed Class Action Settlement in a form
14 substantially similar to the form attached hereto as Exhibit A, in both English and Spanish, that
15 will be mailed to Class Members’ last known addresses and which will provide Class Members
16 with information regarding the Action and information regarding the settlement of the Action.

17 18. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean
18 either Plaintiff or Defendants.

19 19. “Participating Class Members” means all Class Members who do not submit a
20 valid and timely Request for Exclusion.

21 20. “Plaintiff” means Nereida Barela.

22 21. “Preliminary Approval” means the Court order granting preliminary approval of
23 the Settlement Agreement.

24 22. “Objection” means a Class Member’s valid and timely written objection to the
25 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
26 address, telephone number, last four digits of the employee’s social security number or employee
27 ID number and (b) a written statement of all grounds for the objection accompanied by legal
28 support, if any, for such objection.

1 23. “Released Claims” means any and all federal, state, and local demands, rights,
2 liabilities, claims and/or causes of action, that are alleged in the Action, or could have been alleged
3 in the Action based on Defendants’ alleged failure to provide meal and rest breaks or pay premium
4 pay in lieu thereof, pay overtime wages, pay minimum wages, timely pay all wages during
5 employment, timely pay all final wages due to discharged employees upon separation from
6 employment, furnish accurate itemized wage statements, maintain required employee records,
7 and indemnify employees for business expenses, in violation of (among other laws) Cal. Labor
8 Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
9 2800, 2802, and IWC Wage Order No. 5-2001, and California’s Unfair Competition Law (Cal.
10 Bus. & Prof. Code § 17200, *et seq.*).

11 24. “Released Parties” means Defendants and their respective present and former
12 parents, members, owners, subsidiaries, and any affiliated or related persons or entities or
13 divisions and each of their respective officers, members, directors, current and former employees,
14 partners, shareholders, attorneys, and agents, and any other successors, insurers, assigns or legal
15 representatives.

16 25. “Request for Exclusion” means a valid and timely written statement submitted by
17 a Class Member requesting to be excluded from the Action. To be effective, the Request for
18 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
19 four digits of the Class Member’s Social Security number and/or the Employee ID number and
20 (b) a clear statement requesting to be excluded from the settlement of the class claims similar to
21 the following: “I wish to exclude myself from the class settlement reached in the matter of *Barela*
22 *v. Quail Park Retirement Village, LLC et al.* I understand that by excluding myself, I will not
23 receive money from the settlement of my individual claims.” To be effective, the Request for
24 Exclusion must be post-marked by the Response Deadline and received by the Settlement
25 Administrator.

26 26. “Response Deadline” means the date forty-five (45) days after the Settlement
27 Administrator mails the Class Notice to Class Members and the last date on which Class Members
28 may submit Requests for Exclusion, written objections to the Settlement, or workweek disputes.

1 In the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be
2 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
3 Requests for Exclusion or Objections will be extended ten (10) calendar days for any Class
4 Member who is re-mailed a Class Notice by the Settlement Administrator, unless the 10th day
5 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to
6 the next day on which the U.S. Postal Service is open. The Response Deadline may also be
7 extended by express agreement between Class Counsel and Defendants. Under no circumstances,
8 however, will the Settlement Administrator have the authority to unilaterally extend the deadline
9 for Class Members to submit a Request for Exclusion or Objection to the settlement.

10 27. "Settlement" means the disposition of the Action pursuant to this Agreement.

11 28. "Settlement Administrator" means Phoenix Settlement Administrators. The
12 Parties each represent that they do not have any financial interest in the Settlement Administrator
13 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
14 interest.

15 29. "Settlement Administration Costs" means the costs payable from the Total
16 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
17 but not limited to, printing, distributing, and tracking documents for this Settlement,
18 calculating/confirming the Class Members' Workweeks from the information contained in the
19 Class List, calculating each Participating Class Member's Individual Settlement Payment, tax
20 reporting, distributing the Total Settlement Amount, providing necessary reports and
21 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
22 as requested by the Parties or the Court. Settlement Administration Costs shall not exceed Nine
23 Thousand Five Hundred Dollars (\$9,500.00).

24 30. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and
25 ending on Saturday) in which a Class Member performed work for Quail Park Retirement Village,
26 LLC and/or Morrison Management Specialist, Inc. dba Morrison Community Living on at least
27 one day, as ascertainable from the records of Defendants

1 **TERMS OF AGREEMENT**

2 31. Settlement Consideration. Defendants shall fund the Total Settlement Amount
3 following Final Approval by the Court and the occurrence of the Effective Date. The Total
4 Settlement Amount is non-reversionary; no portion of the Total Settlement Amount will revert
5 to Defendants. The following will be paid out of the Total Settlement Amount: the sum of the
6 Individual Settlement Payments, the Class Representative Incentive Payment, Class Counsel’s
7 Fees and Costs, the Settlement Administration Costs, and employer-side payroll taxes on the wage
8 portion of class members individual settlement agreements. Except as a result of an increase in
9 the number of workweeks as set forth below, Defendants shall not be required to pay more than
10 the Total Settlement Amount. However, if the Court does not approve the inclusion of
11 Defendants’ employer payroll tax obligations in the Total Settlement Amount, then Defendants
12 shall pay that amount separate per their pro rata shares of the Total Settlement Amount attributed
13 to wages and in addition to the Total Settlement Amount.

14 32. Potential Increase to the Total Settlement Amount. Defendants have represented
15 there are approximately 21,478 Workweeks within the Class Period (19,208 attributed to Quail
16 Park and 2,270 to Morrison). Should the actual number of Workweeks increase by more than ten
17 percent (10%) (i.e. increase by more than 2,148 Workweeks), the Total Settlement Amount shall
18 increase on a pro-rata basis per Defendant (i.e., the Defendant or Defendants whose Workweeks
19 caused the increase) equal to the percentage increase in the number of Workweeks worked by the
20 Class Members above 10%. For example, if the number of Workweeks increases by 11%, the
21 Total Settlement Amount will increase by 1%.

22 33. Funding of the Total Settlement Amount. Within thirty (30) calendar days after
23 the Effective Date of the Settlement, Defendants will deposit the Total Settlement Amount
24 (Defendants Quail Park Retirement Village, LLC and Millennium Advisors, Inc. will deposit
25 \$715,500.00 and Defendant Morrison Management Specialist, Inc. will deposit \$79,500.00), into
26 a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator.
27 Defendants shall provide all information necessary for the Settlement Administrator to calculate
28 necessary payroll taxes including their official names, 8 digit state unemployment insurance tax

1 ID numbers, and other information requested by the Settlement Administrator, no later than five
2 (5) business days after the Effective Date.

3 34. Distribution of the Total Settlement Amount. Within ten (10) business days of the
4 funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual
5 Settlement Payments; (b) the Class Representative Incentive Payment; (c) Class Counsel's Fees
6 and Costs and (d) Settlement Administration Costs.

7 35. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
8 application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of
9 the Total Settlement Amount (\$278,250.00) plus the reimbursement of costs and expenses
10 associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed
11 Twenty Five Thousand Dollars (\$25,000.00), both of which will be paid from the Total
12 Settlement Amount. Any portion of the requested fees or costs that is not awarded by the Court
13 to Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
14 Participating Class Members as provided in this Agreement.

15 36. Class Representative Incentive Payment. Defendants agree not to oppose or object
16 to any application or motion by Plaintiff for a Class Representative Incentive Payment of Seven
17 Thousand Five Hundred Dollars (\$7,500.00). The Class Representative Incentive Payment is in
18 exchange for the General Release of the Plaintiff's individual claims, and for her time, effort and
19 risk in bringing and prosecuting the Action. Any adjustments made by the Court to the requested
20 Class Representative Incentive Payment shall not be deemed a material modification of this
21 Agreement. In the event that the Court reduces or does not approve the requested Class
22 Representative Incentive Payment, the Settlement Agreement remains in full force and effect,
23 Plaintiff shall not have the right to revoke the settlement for that reason, it shall remain binding,
24 and any portion of the requested Class Representative Incentive Payment that is not awarded by
25 the Court to the Class Representative shall be reallocated to the Net Settlement Amount and
26 distributed to Participating Class Members as provided in this Agreement.

27 37. Settlement Administration Costs. The Settlement Administrator will be paid for
28 the reasonable costs of administration of the Settlement and distribution of payments from the

1 Total Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
2 shall not exceed Nine Thousand Five Hundred Dollars (\$9,500.00).

3 38. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount
4 will be used to satisfy the class portion of Participating Class Members' Individual Settlement
5 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
6 is as follows:

7	Total Settlement Amount	\$	795,000.00
8	Class Representative Incentive Payment:	\$	7,500.00
9	Class Counsel's Fees:	\$	278,250.00
10	Class Counsel's Costs:	\$	25,000.00
11	Settlement Administration Costs:	\$	9,500.00
12	Estimated Employer-side Payroll Taxes	\$	13,500
13	Estimated Net Settlement Amount:	\$	461,250.00

14 39. Individual Settlement Payment Calculations. Individual Settlement Payments will
15 be paid from the Net Settlement Amount and shall be paid pursuant to the formulas set forth
16 herein:

17 a) Calculation of Class Portion of Individual Settlement Payments. The
18 Settlement Administrator will calculate the total Workweeks for all Participating Class Members
19 by adding the number of workweeks worked by each Participating Class Member during the Class
20 Period. The amount that each Participating Class Member will be eligible to receive will be
21 calculated by dividing each Participating Class Member's individual Workweeks by the total
22 Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net
23 Settlement Amount.

24 b) Allocation of Individual Settlement Payments. All Individual Settlement
25 Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement
26 Payment will be allocated as wages, eighty percent (80%) non-wage damages, penalties, and
27 interest. The portion of the Individual Settlement Payment allocated to wages will be reported by
28

1 the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be
2 reported on an IRS Form-1099 by the Settlement Administrator.

3 40. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
4 Participating Class Members under this Settlement, as well as any other payments made pursuant
5 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
6 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
7 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
8 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
9 affect any rights, contributions, or amounts to which any Class Members may be entitled under
10 any benefit plans.

11 41. Settlement Administration Process. The Parties agree to cooperate in the
12 administration of the Settlement and to make all reasonable efforts to control and minimize the
13 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
14 will provide the following services:

- 15 41(a) Establish and maintain a Qualified Settlement Fund.
- 16 41(b) Calculate the Individual Settlement Payment each Participating Class
17 Member is eligible to receive.
- 18 41(c) Translate the Class Notice from English to Spanish.
- 19 41(d) Print and mail the Class Notice in English and Spanish.
- 20 41(c) Perform address searches including skip tracing Class Notices that are
21 returned as undeliverable.
- 22 41(f) Process Requests for Exclusion, Objections, calculate Participating
23 Class Members' Individual Settlement Payment, field inquiries or
24 disputes from Class Members.
- 25 41(g) Print and issue Settlement Payment Checks, prepare any IRS W2 and
26 1099 Tax Forms and any other filings required by any governmental
27 taxing authority.
- 28 41(h) Provide declarations and/or other information to this Court as requested

1 by the Parties and/or the Court.

2 41(i) Disclose the number and identify of individuals who request to be
3 excluded to counsel for Plaintiff and Defendant.

4 41(j) Provide weekly status reports to counsel for the Parties.

5 41(k) Posting a notice of final judgment, after entry of the judgment, online
6 at the Settlement Administrator's website for a period of sixty (60) days
7 pursuant to California Rule of Court 3.769.

8 42. Delivery of the Class List. Within ten (10) business days of Preliminary Approval,
9 Defendants will provide the Class List to the Settlement Administrator.

10 43. Class Notice by First-Class U.S. Mail. Within ten (10) business days after
11 receiving the Class List from Defendants, the Settlement Administrator will mail the Class Notice
12 to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
13 addresses identified in the Class List.

14 44. Confirmation of Contact Information in the Class List. Prior to mailing, the
15 Settlement Administrator will perform a search based on the National Change of Address
16 Database for information to update and correct for any known or identifiable address changes.
17 Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the
18 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
19 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
20 on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
21 promptly attempt to determine the correct address using a skip-trace, or other search using the
22 name, address and/or Social Security number of the Class Member involved, and will then
23 perform a single re-mailing.. Those Class Members who receive a re-mailed Class Notice,
24 whether by skip-trace or by request, will have between the later of (a) an additional ten (10)
25 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection
26 to the Settlement.

27 45. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
28 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's

1 principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class
2 Member worked for Defendants during the Class Period; (e) each Class Member's estimated
3 Individual Settlement Payment and the formula for calculating Individual Settlement Payments;
4 (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must
5 postmark Requests for Exclusion, Objections to the Settlement, or workweek disputes; (h) the
6 claims to be released, as set forth herein; and (j) the date for the final approval hearing.

7 46. Disputed Information on Class Notice. Class Members will have an opportunity
8 to dispute the information provided in their Class Notice. To the extent Class Members dispute
9 the number of Workweeks with which they have been credited or the amount of their Individual
10 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
11 showing that such information is inaccurate. Absent evidence rebutting Defendants' records,
12 Defendants' records will be presumed determinative. However, if a Class Member produces
13 evidence contrary to Defendants' records by the Response Deadline, the Settlement Administrator
14 shall notify Class Counsel, and Defendants' counsel to discuss and resolve the dispute, including
15 providing all available relevant information to all counsel. The Parties will resolve all disputes
16 jointly, which shall be final and binding on any Class Member disputes, and shall thereafter
17 instruct the Settlement Administrator how to proceed in processing the dispute. If the Parties
18 cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a
19 determination and if the dispute remains unresolved after that, the dispute shall be submitted to
20 the Court for final determination. All such disputes are to be resolved or submitted to the Court
21 no later than ten (10) business days after the Response Deadline.

22 47. Defective Submissions. If a Class Member's Request for Exclusion is defective as
23 to the requirements listed herein, that Class Member will be given an opportunity to cure the
24 defect(s), if the defect is curable For example, a Request for Exclusion that is received after the
25 deadline is not curable and the Class Member in that case does not need to have an opportunity
26 to cure. If the defect is curable, the Settlement Administrator will mail the Class Member a cure
27 letter within three (3) business days of receiving the defective submission to advise the Class
28 Member that his or her submission is defective and that the defect must be cured to render the

1 Request for Exclusion valid. The Class Member will have until the later of (a) the Response
2 Deadline or (b) ten (10) business days from the date of the cure letter, whichever date is later, to
3 postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a
4 defective claim, then the Settlement Administrator will have no further obligation to give notice
5 of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will
6 be deemed untimely.

7 48. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
8 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
9 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
10 address, telephone number, and the last four digits of the Class Member's Social Security number
11 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
12 settlement of the class claims similar to the following: "I wish to exclude myself from the class
13 settlement reached in the matter of *Barela v. Quail Park Retirement Village, LLC et al.* I understand
14 that by excluding myself, I will not receive money from the settlement of my individual claims."
15 The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
16 means to determine whether a Request for Exclusion has been timely submitted. All Requests for
17 Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class
18 Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. All
19 Class Members who do not request exclusion from the Action will be bound by all terms of the
20 Settlement Agreement if the Settlement is granted final approval by the Court.

21 49. Defendants' Right to Rescind. If ten percent (10%) or more of the Class Members
22 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
23 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
24 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising
25 this right and must make clear their intent to rescind the Agreement within ten (10) calendar days
26 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants exercise
27 their right to rescind the Agreement, Defendants shall be responsible for all Settlement
28 Administration Costs incurred to the date of rescission.

1 50. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
2 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
5 Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment
6 or release. The names of Class Members who have opted-out of the settlement shall be disclosed
7 to the Counsel for Plaintiff and Defendants and noted in the proposed Judgment submitted to the
8 Court.

9 51. Objection Procedures. To object to the Settlement, a Participating Class Member
10 must postmark a valid Objection to the Settlement Administrator on or before the Response
11 Deadline. The Objection must be signed by the Participating Class Member and contain all
12 information required by this Settlement Agreement including the Class Member's full name,
13 address, telephone number, the last four digits of their social security number and/or Employee
14 ID number, and the specific reason including any legal grounds for the Participating Class
15 Member's objection. The postmark date will be deemed the exclusive means for determining that
16 the Objection is timely. Participating Class Members who fail to object in the manner specified
17 above will be foreclosed from making a written objection, but shall still have a right to appear at
18 the Final Approval Hearing in order to have their objections heard by the Court. At no time will
19 any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class
20 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
21 Class Counsel will not represent any Participating Class Members with respect to any objections
22 to this Settlement.

23 52. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
25 which certifies: (a) the number of Class Members who have submitted Requests for Exclusion;
26 (b) the number of re-mailed and/or undeliverable Class Notices; and (c) whether any Class
27 Member has submitted a challenge to any information contained in the Class Notice. Additionally,
28 the Settlement Administrator will provide to counsel for all Parties any updated reports regarding

1 the administration of the Settlement Agreement as needed or requested. The Settlement
2 Administrator will provide a declaration to Class Counsel in advance of the hearing on Final
3 Approval of the settlement which Class Counsel shall be responsible for reviewing and approving.

4 53. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator
5 to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar
6 days. If a Participating Class Member does not cash his or her settlement check within 180 days,
7 the uncashed funds, subject to Court approval, shall be distributed to the Central California Legal
8 Services, pursuant to California Civil Procedure Code § 384. The Individual Settlement Payments
9 provided to Participating Class Members shall prominently state the expiration date or contain a
10 statement that the settlement check will expire in one hundred eighty (180) days, or alternatively,
11 such a statement may be made in a letter accompanying the Individual Settlement Payment.
12 Expired Individual Settlement Payments will not be reissued, except for good cause and as
13 mutually agreed by the Parties in writing.

14 54. Administration of Taxes by the Settlement Administrator. The Settlement
15 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
16 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
17 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
18 all payroll taxes and penalties to the appropriate government authorities.

19 55. Tax Liability. Defendants make no representation as to the tax treatment or legal
20 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
21 not relying on any statement, representation, or calculation by Defendants or by the Settlement
22 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
23 except for payroll taxes, they will be solely responsible for the payment of any taxes and penalties
24 assessed on the payments described herein.

25 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the
26 “acknowledging party” and each Party to this Agreement other than the acknowledging party, an
27 “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
28 communication or disclosure between or among the Parties or their attorneys and other advisers,

1 is or was intended to be, nor shall any such communication or disclosure constitute or be
2 construed or be relied upon as, tax advice within the meaning of United States Treasury
3 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied
4 exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax
5 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon
6 the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is
7 not entitled to rely upon any communication or disclosure by any attorney or adviser to any other
8 party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no
9 attorney or adviser to any other Party has imposed any limitation that protects the confidentiality
10 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
11 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any
12 transaction, including any transaction contemplated by this Agreement.

13 56. No Prior Assignments. The Parties and their counsel represent, covenant, and
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
15 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
16 action, cause of action or right herein released and discharged.

17 57. Release by Participating Class Members. Upon the funding of the Total Settlement
18 Amount by Defendants, Participating Class Members shall fully release and discharge the
19 Released Parties from any and all Released Claims that arose during the Class Period. This release
20 shall be binding on all Participating Class Members. The Participating Class Members release and
21 discharge Defendants and their parents, shareholders, members, affiliates, related companies, divisions,
22 successors, current and former employees, from all federal, state, and local demands, rights, liabilities,
23 claims and causes of action that are alleged in the Action, or could have been alleged in the Action based
24 on Defendants' alleged failure to provide meal and rest breaks or pay premium pay in lieu thereof, pay
25 overtime wages, pay minimum wages, timely pay all wages during employment, timely pay all final
26 wages due to discharged employees upon separation from employment, furnish accurate itemized wage
27 statements, maintain required employee records, and indemnify employees for business expenses, in
28 violation of (among other laws) Cal. Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,

1 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, IWC Wage Order No. 5-2001, and California's Unfair
2 Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*).

3
4 58. Release of Additional Claims & Rights by Plaintiff. Upon the funding of the Total
5 Settlement Amount, Plaintiff Barela agrees – on behalf of herself only – to the additional following
6 General Release: In consideration of Defendants' promises and agreements as set forth herein,
7 Plaintiff hereby releases all claims related to her employment or alleged employment with
8 Defendants, including all claims alleged in the Action, and all claims known and unknown,
9 without exception, except as may be prohibited by law. Specifically, Plaintiff waives all rights
10 and benefits afforded by California Civil Code Section 1542, which provides:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
13 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
14 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
15 HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 This release specifically excludes claims for unemployment insurance, disability, social
17 security, and workers' compensation (with the exception of claims arising pursuant to California
18 Labor Code Sections 132(a) and 4553).

19 59. Neutral Employment Reference. Defendants agree that they will adopt a neutral
20 reporting policy regarding any future employment references related to Plaintiff. In the event that
21 any potential or future employers of Plaintiff request a reference regarding Defendants'
22 employment of Plaintiff, Defendants shall only provide the Plaintiff's dates of employment, job
23 titles during employment, and final rate of pay. Defendants shall not refer to the Action or this
24 Settlement.

25 60. Nullification of Settlement Agreement. In the event that: (a) the Court does not
26 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
27 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
28 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any

1 documents generated to bring it into effect, will be null and void, all amounts deposited into the
2 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
3 positions. Any order or judgment entered by the Court in furtherance of this Settlement
4 Agreement will likewise be treated as void from the beginning. Pursuant to California Evidence
5 Code § 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding
6 to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the
7 Parties agree that this Settlement Agreement is void, and remains protected by California
8 Evidence Code § 1152. Should the Court fail to approve this settlement for any reason, the Parties
9 agree that they will return to and attend mediation with a mutually agreed mediator in an effort to
10 reach a settlement that may be approved by the Court.

11 61. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
12 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
13 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
14 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
15 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
16 Class Notice to be sent to all Class Members as specified herein. In conjunction with the
17 Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of
18 the Settlement, and will include the proposed Class Notice attached as Exhibit A. Defendants
19 agree that they will not oppose Plaintiff's motion for Preliminary. This is a material term of the
20 settlement and any opposition by Defendants will be grounds for Plaintiff to withdraw from the
21 settlement. Any failure by the Court to fully and completely approve the Agreement as to the
22 Action, or the entry of any Order by another Court with regard to any of the Action which has the
23 effect of preventing the full and complete approval of this Settlement Agreement as written and
24 agreed to by the Parties, will result in this Settlement Agreement and the Memorandum of
25 Understanding entered into by the Parties, and all obligations under this Settlement Agreement
26 and the Memorandum of Understanding being nullified and voided.

27 62. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of
28 the Class Notice process, including the expiration of the deadlines to postmark Requests for

1 Exclusion or Objections to the Settlement Agreement, a Final Approval/Settlement Fairness
2 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
3 with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's
4 Attorneys' Fees and Costs; (c) the Class Representative Incentive Payment; and (d) the Settlement
5 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
6 obtain Final Approval but shall provide the proposed Judgment to Defendants' Counsel for their
7 approval (which shall not be unreasonably withheld). Any failure by the Court to fully and
8 completely approve the Settlement Agreement as to all of the Action, or the entry of any Order
9 by another Court with regard to any of the Action which has the effect of modifying material
10 terms of this Agreement or preventing the full and complete approval of the Settlement
11 Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations
12 under this Agreement being null and void. Defendants agree they shall not oppose the granting of
13 the Motion for Final Approval, provided Defendants have not exercised their right to rescind
14 pursuant to the terms of this Agreement.

15
16 63. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by
17 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
18 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
19 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
20 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
21 may be appropriate under court rules or as set forth in this Settlement.

22 64. Exhibits Incorporated by Reference. The terms of this Settlement include the terms
23 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
24 forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

25 65. Entire Agreement. This Settlement Agreement and any attached Exhibits
26 constitute the entirety of the Parties' Settlement. No other prior or contemporaneous written or
27 oral agreements may be deemed binding on the Parties.

28 66. Amendment or Modification. This Settlement Agreement may be amended or

1 modified only by a written instrument signed by counsel for all Parties or their successors-in-
2 interest.

3 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
4 and represent they are expressly authorized by the Parties whom they represent to negotiate this
5 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
6 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
7 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
8 counsel will cooperate with each other and use their best efforts to affect the implementation of
9 the Settlement. If the Parties are unable to reach agreement on the form or content of any
10 document needed to implement the Settlement, or on any supplemental provisions that may
11 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
12 of the Court to resolve such disagreement.

13 68. Binding on Successors and Assigns. This Settlement Agreement will be binding
14 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
15 defined.

16 69. California Law Governs. All terms of this Settlement Agreement hereto will be
17 governed by and interpreted according to the laws of the State of California.

18 70. Execution and Counterparts. This Settlement Agreement is subject only to the
19 execution of all Parties. However, the Settlement Agreement may be executed in one or more
20 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
21 of the signature page, will be deemed to be one and the same instrument provided that counsel
22 for the Parties will exchange among themselves original signed counterparts.

23 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
24 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
25 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
26 litigation, taking into account all relevant factors, present and potential. The Parties further
27 acknowledge that they are each represented by competent counsel and that they have had an
28 opportunity to consult with their counsel regarding the fairness and reasonableness of this

1 Settlement.

2 72. Invalidity of Any Provision. Before declaring any provision of this Agreement
3 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Agreement valid and
5 enforceable.

6 73. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
7 class certification for purposes of this Settlement only; except, however, that either party may
8 appeal any court order that materially alters the Settlement Agreement's terms.

9 74. Class Action Certification for Settlement Purposes Only. The Parties agree to
10 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
11 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
12 that certification for purposes of the Settlement is not an admission that class action certification
13 is proper under the standards applied to contested certification motions and that this Agreement
14 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
15 should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than
16 according to the Settlement's terms.

17 75. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued
19 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
20 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
21 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
22 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
23 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
24 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
25 as an admission or concession by Defendants of any such violations or failures to comply with
26 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
27 this Agreement and its terms and provisions shall not be offered or received as evidence in any
28 action or proceeding to establish any liability or admission on the part of Defendants or to

1 establish the existence of any condition constituting a violation of, or a non-compliance with,
2 federal, state, local or other applicable law.

3 76. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 77. Waiver. No waiver of any condition or covenant contained in this Settlement
7 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
8 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
9 right or remedy.

10 78. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
12 strictly against one Party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15 79. Representation By Counsel. The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
17 and that this Agreement has been executed with the consent and advice of counsel and reviewed
18 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
19 Agreement.

20 80. All Terms Subject to Final Court Approval. All amounts and procedures described
21 in this Settlement Agreement herein will be subject to final Court approval.

22 81. Cooperation and Execution of Necessary Documents. The Parties agree to
23 cooperate to promote participation in the Settlement, and in seeking court approval of the
24 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
25 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
26 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
27 Member prior to the funding of the Total Settlement Amount concerning claims released via this
28 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims

1 released via this Agreement during the Settlement approval process prior to the funding of the
2 Total Settlement Amount and that the Parties will work in good faith to reach an agreement
3 approved by the Court.

4 82. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent
5 with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant
6 to California Code of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over
7 this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate
8 the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this
9 Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the
10 prevailing party in any motion or action taken and based on an alleged violation of any material
11 term of the Settlement Agreement.

12 83. Voluntary Agreement. The Parties acknowledge that they have entered into this
13 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion,
14 duress, or undue influence of any Party, and not in reliance on any promises, representations, or
15 statements made by the other Parties other than those contained in this Settlement Agreement.
16 Each of the Parties hereto expressly waives any right she/it might ever have to claim that this
17 Settlement Agreement was in any way induced by fraud.

18 84. Confidentiality. The Parties and their counsel agree to keep the terms of the
19 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
20 Class Counsel, Defendants and their counsel agree that they will not issue any press releases,
21 initiate any contact with the press, respond to any press inquiry or have any communication with
22 the press about the fact, amount or terms of the Settlement Agreement at any time.
23 Notwithstanding anything in this provision, Plaintiff's Counsel can discuss the Settlement with
24 Plaintiff and with Class Members and can include it in all necessary Court and ancillary
25 documents supporting the resolution of this Action. Nothing in this paragraph is intended to
26 interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class
27 Counsel, including but not limited to, communicating with Class Members regarding the
28 settlement.

1 85. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
3 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
5 provisions that otherwise might apply under federal or state law.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 07/20/2021 _____

PLAINTIFF

By: 
Nereida Barela

Dated: _____

DEFENDANT QUAIL PARK RETIREMENT VILLAGE, LLC

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT MILLENNIUM ADVISORS, INC. DBA LIVING CARE

By: _____
Name: _____
Title: _____

Dated: _____

DEFENDANT MORRISON MANAGEMENT SPECIALIST, INC. DBA MORRISON COMMUNITY LIVING

By: _____
Name: _____
Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

PLAINTIFF

By: _____
Nereida Barela

July 14, 2021 | 8:48 AM PDT

Dated: _____

DEFENDANT QUAIL PARK RETIREMENT VILLAGE, LLC

DocuSigned by:
Denis Bryant
By: _____
12F7E698323C47E...

Name: Dennis Bryant

Title: President, Living Care Lifestyles

Dated: July 14, 2021

DEFENDANT MILLENNIUM ADVISORS, INC. DBA LIVING CARE

DocuSigned by:
Denis Bryant
By: _____
12F7E698323C47E...

Name: Dennis Bryant

Title: President, Living Care Lifestyles

Dated: _____

DEFENDANT MORRISON MANAGEMENT SPECIALIST, INC. DBA MORRISON COMMUNITY LIVING

By: _____

Name: _____

Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

PLAINTIFF

By: _____
Nereida Barela

Dated: _____

**DEFENDANT QUAIL PARK RETIREMENT
VILLAGE, LLC**

By: _____
Name: _____
Title: _____

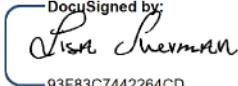
Dated: _____

**DEFENDANT MILLENNIUM ADVISORS,
INC. DBA LIVING CARE**

By: _____
Name: _____
Title: _____

Dated: 7/9/2021

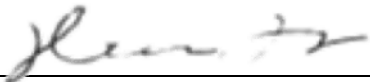
**DEFENDANT MORRISON MANAGEMENT
SPECIALIST, INC. DBA MORRISON
COMMUNITY LIVING**

By:  _____
Name: Lisa Sherman
Title: Assistant General Counsel

1 APPROVED AS TO FORM ONLY:
2

3 Dated: 7/20/21
4

PROTECTION LAW GROUP, LLP

5 By: 

6 Heather Davis, Esq.
7 Amir Nayebdadash, Esq.
8 Attorneys for Plaintiff
9

10 Dated: _____
11

**GORDON REES SCULLY MANSUKHANI,
LLP**

12 By: _____

13 Lisa K. Garner
14 Gabrielle E. Gordon
15 Attorneys for Defendants Quail Park
16 Retirement Village, LLC and Millennium
17 Advisors, Inc. dba Living Care
18

19 Dated: _____
20

FISHER & PHILLIPS LLP

21 By: _____

22 Lonnie Giamela, Esq.
23 Boris Sorsher, Esq.
24 Attorneys for Defendant Morrison
25 Management Specialists, Inc. dba
26 Morrison Community Living
27
28

1 APPROVED AS TO FORM ONLY:

2

3 Dated: _____

PROTECTION LAW GROUP, LLP

4

5

By: _____

6

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Attorneys for Plaintiff

7

8

9

10 Dated: July 14, 2021

**GORDON REES SCULLY MANSUKHANI,
LLP**

11



12

By: _____

13

Lisa K. Garner
Gabrielle E. Gordon
Attorneys for Defendants Quail Park
Retirement Village, LLC and Millennium
Advisors, Inc. dba Living Care

14

15

16

17

18 Dated: _____

FISHER & PHILLIPS LLP

19

By: _____

20

Lonnie Giamela, Esq.
Boris Sorsher, Esq.
Attorneys for Defendant Morrison
Management Specialists, Inc. dba
Morrison Community Living

21

22

23

24

25

26

27

28

1 APPROVED AS TO FORM ONLY:
2

3 Dated: _____
4

PROTECTION LAW GROUP, LLP

5 By: _____
6

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Attorneys for Plaintiff
7
8

9
10 Dated: _____
11

**GORDON REES SCULLY MANSUKHANI,
LLP**

12 By: _____
13

Lisa K. Garner
Gabrielle E. Gordon
Attorneys for Defendants Quail Park
Retirement Village, LLC and Millennium
Advisors, Inc. dba Living Care
14
15
16

17
18 Dated: July 12, 2021
19

FISHER & PHILLIPS LLP

20 By: _____
21



Lonnie Giamela, Esq.
Boris Sorsher, Esq.
Attorneys for Defendant Morrison
Management Specialists, Inc. dba
Morrison Community Living
22
23
24
25
26
27
28

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barela v. Quail Park Retirement Village, LLC et al.
Tulare County Superior Court, Case No. VCU282224

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All non-exempt employees who were employed by Quail Park Retirement Village, LLC and/or Morrison Management Specialist Inc. dba Morrison Community Living who worked at a Quail Park Retirement Village, LLC facility within the State of California at any time from February 25, 2016 to May 31, 2020.

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Nereida Barela (“Plaintiff”), a former employee of Quail Park Retirement Village, LLC, and Morrison Management Specialist, Inc. dba Morrison Community Living (“Defendants”) on February 25, 2020. The case is currently pending in the Tulare County Superior Court, Case No. VCU282224.

The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Nereida Barela, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all non-exempt employees who were employed by Quail Park Retirement Village, LLC and/or Morrison Management Specialist Inc. dba Morrison Community Living who worked at a Quail Park Retirement Village, LLC facility within the State of California at any time from February 25, 2016 to May 31, 2020). All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Tulare County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action Settlement (“Settlement Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL], the Court granted preliminary approval of the Settlement, appointed Plaintiff Nereida Barela as the Class Representative, and appointed her attorneys at Lawyers for Justice and Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were a non-exempt employee employed by Quail Park Retirement Village, LLC and/or Morrison Management Specialist Inc. dba Morrison Community Living and worked at a Quail Park Retirement Village, LLC facility within the State of California at any time from February 25, 2016 to May 31, 2020.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of Seven Hundred Ninety Five Thousand Dollars (\$795,000.00) (“Total Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Total Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Total Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Total Settlement Amount or Two Hundred Seventy Eight Thousand Two Hundred Fifty Dollars (\$278,250.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Five Thousand Dollars (\$25,000.00);
- C. **Incentive Payment to the Class Representative** not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00); and
- D. **Settlement Administration Costs** which are currently estimated to be Nine Thousand Five Hundred Dollars (\$9,500.00).

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks (“Workweeks”) you worked in California as a non-exempt employee of Quail Park Retirement Village, LLC and/or Morrison Management Specialist Inc. dba Morrison Community Living from February 25, 2016 to May 31, 2020 (“Class Period”).

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) penalties, and forty percent (40%) interest. The wage portion of the Individual Settlement Payment will be subject to withholding for payroll taxes and will be reported on a W-2 Form. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendants’ record of your employment from February 25, 2016 to May 31, 2020, and is presumed correct. If you dispute the accuracy of Defendants’ records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the

Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Total Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Claims" for the Class Period.

The "Released Parties" include Defendants Quail Park Retirement Village, LLC, Millennium Advisors, Inc. dba Living Care, and Morrison Management Specialist, Inc. dba Morrison Community Living and their respective present and former parents, members, owners, subsidiaries, and any affiliated or related persons or entities or divisions and each of their respective officers, members, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, insurers, assigns or legal representatives.

The "Released Claims" means any and all federal, state, and local demands, rights, liabilities, claims and/or causes of action, that are alleged in the Action, or could have been alleged in the Action based on Defendants' alleged failure to provide meal and rest breaks or pay premium pay in lieu thereof, pay overtime wages, pay minimum wages, timely pay all wages during employment, timely pay all final wages due to discharged employees upon separation from employment, furnish accurate itemized wage statements, maintain required employee records, and indemnify employees for business expenses, in violation of (among other laws) Cal. Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and IWC Wage Order No. 5-2001 and California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*).

This release of these claims pertains to the Class Period from February 25, 2016, to May 31, 2020.

EXCLUDING YOURSELF FROM THE RELEASE OF CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount.

8. How can I not participate in the settlement?

To exclude yourself from the release of Released Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Barela v. Quail Park Retirement Village, LLC et al.* I understand that by excluding myself I will not receive money from the class portion of the settlement."

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Claims.

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against the Defendants and/or Released Parties for Released Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Lawyers *for* Justice, PC and Protection Law Group LLP as Class Counsel. The firms' contact information is:

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Facsimile: (818) 265-1021

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$278,250.00 and reimbursement of litigation cost/expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2021, at the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, CA 93291.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Please see <http://www.tularesuperiorcourt.ca.gov/index.php?section=request-remote-hearings> for information on how to schedule remote appearances.

16. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\]](http://www.[REDACTED]).

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and/or the Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be sent to Central California Legal Services in accordance with California Code of Civil Procedure §384

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www. or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?**19. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE