

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 February 17, 2022, 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 Thousand Dollars (\$20,000.00);
- 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 **May 12, 2022**. 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:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

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 **April 28, 2022**. You cannot exclude yourself by phone.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: notice@phoenixclassaction.com

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 **April 28, 2022**. 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 **July 14, 2022** 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 8:30 a.m. on July 14, 2022, 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 <http://www.phoenixclassaction.com/>.

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 <http://www.phoenixclassaction.com/> 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**