

1 Robert S. Arns, State Bar No. 65071 (rsa@arnslaw.com)
2 Jonathan E. Davis, State Bar No. 191346 (jed@arnslaw.com)
3 Julie C. Erickson, State Bar No. 293111 (jce@arnslaw.com)
4 Robert C. Foss, State Bar No. 275489 (rcf@arnslaw.com)

THE ARNS LAW FIRM

5 A Professional Corporation
6 515 Folsom St., 3rd Floor
7 San Francisco, CA 94109
8 Tel: (415) 495-7800
9 Fax: (415) 495-7888

10 Kathryn A. Stebner, State Bar No. 121088
11 George Kawamoto, State Bar No. 280358

STEBNER AND ASSOCIATES

12 870 Market Street, Suite 1212
13 San Francisco, CA 94102
14 Tel: (415) 362-9800
15 Fax: (415) 362-9801
16 Attorneys for Claimants

JAMS ARBITRATION

17 SHARON WALDMAN, DAVID RAUCH,
18 and TERESA MASCOLINA, Individually
19 and on Behalf of Themselves and All Other
20 Similarly Situated Employees,
21 Claimants,

v.

22 EMPRES HEALTHCARE
23 MANAGEMENT LLC, EVERGREEN AT
24 CHICO, LLC, EVERGREEN AT
25 OROVILLE, LLC, EVERGREEN AT
26 ARVIN, LLC, EVERGREEN AT
27 BAKERSFIELD, LLC, EVERGREEN AT
28 LAKEPORT, LLC, EVERGREEN AT
HEARTWOOD AVENUE, LLC,
EVERGREEN AT SPRING ROAD, LLC,
EVERGREEN AT TRACY, LLC,
EVERGREEN AT PETALUMA, LLC
EVERGREEN AT SALINAS, LLC, AND
EVERGREEN AT FULLERTON, LLC;
AND DOE 1,
Respondents.

Ref. No. 1100088580

~~PROPOSED~~ ^u **FINAL AWARD
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
AWARD OF FEES, COSTS, AND
INCENTIVE PAYMENTS**

DATE: July 5, 2018
TIME: 10:00 a.m.

Arbitrator: Hon. Robert Freedman (Ret.)

1 The Motions of Claimants SHARON WALDMAN, DAVID RAUCH, and TERESA
2 MASCOLINA which collectively seek an Award Granting Final Approval of Class Action
3 Settlement, Award of Attorney Fees, Costs, and Incentive Payments, came on for hearing before
4 Hon. Robert Freedman (Ret.) at JAMS San Francisco on July 5, 2018 at 10:00 am.

5 Having read the motions, the memoranda and the declarations filed by the Claimants, and
6 having heard argument of counsel, I find that that the Settlement preliminarily approved on March
7 1, 2018 is fair, reasonable and adequate, satisfies the applicable provisions of the JAMS rules and
8 the applicable provisions of the California Rules of Court and Federal Rules of Civil Procedure,
9 Rule 23, and that a Final Award should be granted in this arbitration based upon the Settlement
10 Agreement.

11
12 **IT IS THEREFORE ORDERED THAT:**

13 1. This forum has jurisdiction over the claims of the Class Members asserted in this
14 proceeding and over all parties to the action.

15 2. For the reasons set forth in the Partial Final Award and subsequent Awards and
16 Scheduling Orders, which are adopted and incorporated herein by reference, it is established that
17 the applicable provisions of the JAMS rules and the applicable provisions of the California Rules
18 of Court and Federal Rules of Civil Procedure, Rule 23, have been satisfied with respect to the
19 Class and the proposed Settlement. The Arbitrator hereby makes final its earlier provisional
20 certification of the Class, as set forth in the Preliminary Approval Order.

21 3. The Class Notice given to the Class Members fully and accurately informed the
22 Class Members of all material elements of the proposed Settlement and of their opportunity to
23 object to or comment thereon; was the best notice practicable under the circumstances; was valid,
24 due and sufficient notice to Class Members; and complied fully with the laws of the State of
25 California, the United States Constitution, due process and other applicable law. The Class Notice
26 fairly and adequately described the Settlement and provided Class Members adequate instructions
27 and a variety of means to obtain additional information. A full opportunity has been afforded to
28 the Class Members to participate in this hearing, and all Class Members and other persons wishing

1 to be heard have been heard. Accordingly, the Arbitrator determines that all Class Members who
2 did not timely and properly execute a request for exclusion are bound by this Award.

3 4. This Award hereby grants final approval to the Settlement and finds it fair,
4 reasonable, and adequate, and in the best interests of the Class as a whole. The Settlement was
5 reached following meaningful investigation conducted by Class Counsel; the Settlement is the
6 result of serious, informed, adversarial, and arms-length negotiations between the Parties; and the
7 terms of the Settlement are in all respects fair, adequate, and reasonable. All of the evidence
8 presented has been considered, including evidence regarding the strength of the Claimants' case;
9 the risk, expense, and complexity of the claims presented; the likely duration of further litigation;
10 the amount offered in Settlement; the extent of investigation and discovery completed; and the
11 experience and views of Class Counsel. The absence of objection to the Settlement by Class
12 Members, as well as the low number of requests for exclusion from the Class has also been
13 considered. Accordingly, the Arbitrator hereby directs that the Settlement be effected in
14 accordance with the Settlement Agreement and the following terms and conditions.

15 5. It is hereby ordered that the service payments of \$7,500 for the Named Class
16 Representatives Sharon Waldman, David Rauch, and Teresa Mascolina are fair and reasonable as
17 service payments for their service to the class. The Settlement Administrator shall cause these
18 payments to be sent to the Named Class Representatives within 30 days of this Award.

19 6. With this final approval of the proposed Settlement, it hereby ordered that all
20 claims, demands, rights, liabilities and causes of action that were or could have been asserted
21 between November 1, 2013 through the date of the Preliminary Approval Order, and based on the
22 facts alleged in the operative complaint against Respondents, and all of their former and present
23 parents, subsidiaries, and affiliates, and its current and former owners, officers, directors,
24 employees, consultants, managers, partners, insurers, members, shareholders and agents, and their
25 predecessors and successors, assigns, and legal representatives of all such entities and individuals
26 (the "Released Parties"), whether in tort, contract, or otherwise, for violation of any state or federal
27 law, whether for economic damages, non-economic damages, restitution, penalties, or other
28 monies as well as claims for penalties and interest on all such claims, damages, or penalties, are

1 hereby barred.

2 7. For the reasons set forth in the Motion for Attorneys' Fees, Costs, and
3 Representative Service Payments, Class Counsel's attorneys' fee request in the amount of
4 \$630,919.35 is hereby granted because Class Counsel's request falls within the range of
5 reasonableness and the result achieved justified the award. Class Counsel's expenses in
6 prosecuting this Action in the amount of \$1,380.65 are hereby approved as reasonably incurred.
7 These amounts combine to a total award of fees and costs of \$632,300.00. Payment of this amounts
8 shall be made pursuant to the terms of the Settlement Agreement.

9 8. The Claims Administrator, Phoenix Settlement Administrators, having total
10 estimated costs of \$42,951.01, but having agreed that costs shall not to exceed \$38,660, shall be
11 reimbursed for all costs incurred up to \$38,660.00 as set forth under the Settlement Agreement
12 terms.

13 9. Additionally, the Claims Administrator, Phoenix Settlement Administrators, shall
14 be entitled to withdraw an additional \$400.00 from the Settlement Fund to offset the initially-
15 unplanned expense of the supplemental post-card notice pursuant to the April 20, 2018 order.
16 (Class Counsel have reduced their fee request from the amount allowed in the Settlement
17 Agreement by \$400.00 to offset this deduction.)

18 10. Pursuant to the Settlement Agreement, \$15,000 of the fund (representing 75% of
19 the \$20,000 allocated to the release of the PAGA Claims) is to be distributed by the Settlement
20 Administrator to the Labor and Workforce Development Agency.

21 11. The previously-approved Legal Aid at Work is confirmed as the *cy pres* beneficiary,
22 for *cy pres* distributions, if any are necessary, under the terms of the Settlement Agreement.

23 12. No other costs or fees relief shall be awarded, either against Respondents or any
24 related persons or entities, as defined in the Settlement Agreement, or from the award to the
25 Settlement Class absent further Order.

26 13. Neither the making of the Settlement Agreement nor the entry into the Settlement
27 Agreement constitutes an admission by Respondents, nor is this Award a finding of the validity of
28 any claims in the Demand or of any other wrongdoing. Further, the Settlement Agreement is not

1 a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
2 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
3 construed as an admission or concession by or against Respondent or Released Party, as defined
4 in the Settlement Agreement.

5 14. For the purposes of confirming complete implementation of the settlement
6 approved herein and to address any issues requiring determination arising from implementation,
7 the Arbitrator hereby retains jurisdiction to resolve such matters. Counsel for the parties shall
8 submit a joint report, including, as needed, a declaration from the Claims Administrator concerning
9 implementation (“Implementation Compliance Report”) and identifying any matters requiring
10 resolution not later than Dec. 11, 2019. A hearing to address any issues requiring resolution
11 is tentatively set for Apr. 14, 2020 at 10:00 a.m. at the JAMS San Francisco Resolution
12 Center, Two Embarcadero, Suite 1500, San Francisco, California. If the Implementation
13 Compliance Report confirms full compliance with the settlement as approved and no issues to
14 address, the hearing will be dropped from calendar without an appearance.

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18 IT IS SO ORDERED.

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20 Dated: July 5, 2018, 2018


21 Honorable Robert B. Freedman (Ret.)
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PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Waldman, Sharon, et al. vs. EmpRes Healthcare Management, LLC, et al.
Reference No. 1100088580

I, Aimee Hwang, not a party to the within action, hereby declare that on July 05, 2018, I served the attached FINAL AWARD GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AWARD OF FEES, COSTS, AND INCENTIVE PAYMENTS on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at San Francisco, CALIFORNIA, addressed as follows:

Robert S. Arns Esq.
Mr Robert C Foss
Arns Law Firm
515 Folsom Street
3rd Floor
San Francisco, CA 94105
Phone: 415-495-7800
rsa@arnslaw.com
rcf@arnslaw.com
Parties Represented:
David Rauch
Sharon Waldman

Kathryn A. Stebner Esq.
George Kawamoto Esq.
Stebner & Associates
870 Market St.
Suite 1212
San Francisco, CA 94102
Phone: 415-362-9800
kathryn@stebnerassociates.com
george@stebnerassociates.com
Parties Represented:
David Rauch
Sharon Waldman
Theresa Mescelana

Laura K. Sitar Esq.
Pleiss Casey Sitar & Ross
5510 Trabuco Road
Irvine, CA 92620
Phone: 949-788-1790
lsitar@pcsrllaw.com
Parties Represented:
EmpRes Healthcare Management, LLC

I declare under penalty of perjury the foregoing to be true and correct. Executed at San Francisco, CALIFORNIA on July 05, 2018.



Aimee Hwang
ahwang@jamsadr.com