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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Audrey Heredia as successor-in-interest to the Estate of Carlos Heredia; Amy Fearn as successor-in-interest to the Estate of Edith Zack; and Elise Ganz, as successor-in-interest to the Estate of Helen Ganz; on their own behalves and on behalf of others similarly situated,

Plaintiffs,

vs.

Sunrise Senior Living, LLC; Sunrise Senior Living Management, Inc.; and Does 2 - 100,

Defendants.

CASE NO. 8:18-cv-1974-JLS (JDEx)

**[PROPOSED] FINAL JUDGMENT
AND ORDER GRANTING FINAL
APPROVAL OF CLASS
SETTLEMENT**

Date: November 8, 2024
Time: 10:30 a.m.
Place: Courtroom 8A, 8th Fl.
Judge: Hon. Josephine L. Staton

INTRODUCTION

1
2 A. In this action, Plaintiffs Amy Fearn as successor-in-interest to the
3 Estate of Edith Zack and Helen Ganz as successor-in-interest to the Estate of Elise
4 Ganz (collectively, the “Named Plaintiffs”) have moved for final approval of the
5 class action settlement entered into with Defendants Sunrise Senior Living, LLC
6 and Sunrise Senior Living Management, Inc. (“Sunrise”).

7 B. The terms and conditions of the settlement are set forth in the parties’
8 Stipulation of Settlement and Addendum thereto (collectively, “Settlement
9 Stipulation”). Dkts 631-3, 631-5. Among other terms, the Settlement Stipulation
10 includes a proposed Court-ordered injunction (“Injunction”). Dkt 631-4. The
11 definitions in the Settlement Stipulation and Injunction are hereby incorporated as
12 though fully set forth in this Order.

13 C. The Settlement Class is defined as all persons who resided at a Sunrise
14 California Community (defined below) during the Settlement Class Period (defined
15 below), who contracted with and paid money to Defendants pursuant to a
16 Residency Agreement, and whose claims are not subject to arbitration because:
17 (1) neither the Resident nor Resident’s Responsible Party (as defined in the
18 Residency Agreement) agreed to or accepted an arbitration provision in writing; or
19 (2) if arbitration was initially accepted, the Resident or Resident’s Responsible
20 Party provided written notice of withdrawal within the 30-day period prescribed in
21 the Residency Agreement, Dkts 626, 628, excluding those persons who timely
22 opted-out of the settlement. Not later than five (5) business days after this Order, a
23 list of all persons who timely opted-out of the settlement shall be filed with the
24 Court. SS, ¶5.9.

25 D. The Sunrise California Communities are Sunrise at Alta Loma, Sunrise
26 at Belmont, Sunrise at Beverly Hills, Sunrise at Bonita, Sunrise at Burlingame,
27 Sunrise at Canyon Crest, Sunrise at Carmichael, Sunrise at Claremont, Sunrise of
28 Cupertino, Sunrise at Danville, Sunrise at Fair Oaks , Sunrise at Fresno, Sunrise at

1 Fullerton, Sunrise at Hermosa Beach, Sunrise at Huntington Beach, Sunrise at La
2 Costa, Sunrise at La Jolla, Sunrise at La Palma, Sunrise at Mission Viejo, Sunrise at
3 Monterey, Sunrise at Oakland Hills, Sunrise of Orange, Sunrise at Palo Alto,
4 Sunrise at Palos Verdes, Sunrise at Petaluma, Sunrise at Playa Vista, Sunrise at
5 Pleasanton, Sunrise at Rocklin, Sunrise at Sacramento, Sunrise at Sabre Springs,
6 Sunrise at San Marino, Sunrise at San Mateo, Sunrise at Santa Monica, Sunrise at
7 San Rafael, Sunrise at Seal Beach, Sunrise at Sterling Canyon, Sunrise at Studio
8 City, Sunrise at Sunnyvale, Sunrise at Tustin, Sunrise at Walnut Creek, Sunrise at
9 West Hills, Sunrise at Westlake Village, Sunrise at Wood Ranch, Sunrise at
10 Woodland Hills, and Sunrise at Yorba Linda.

11 E. The Settlement Class Period runs from June 27, 2013 through and
12 including August 22, 2024; provided that, the Settlement Class Period commences
13 on the following dates for Settlement Class Members who resided in these
14 facilities: Sunrise of San Rafael (September 29, 2016), Sunrise of Cupertino
15 (October 1, 2023), and Sunrise of Orange (April 27, 2023).¹

16 F. The “Settlement Class Notice” means the class notices attached as
17 Exhibit A (long form) and Exhibit B (short form) to the Declaration of Irvin Garcia
18 (CPT). Dkts 631-20, 631-21.

19 G. Pursuant to prior Court orders, the following Plaintiffs’ Counsel have
20 been approved to serve as Class Counsel for the settlement administration: Stebner,
21 Gertler & Guadagni; Schneider Wallace Cottrell Konecky LLP; Dentons US LLP;
22 Marks, Balette, Giessel & Young, PLLC; Janssen Malloy LLP; Law Offices of
23 Michael D. Thamer; and Trails Law Group. Dkts 504, 626.

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27 ¹ Under the Settlement Stipulation, the Settlement Class Period terminates three
28 business days prior to the Class Notice Date. Dkt 631-3, ¶1.32. As the Class Notice
Date is August 27, 2024, Dkt 631-19, ¶3, the Settlement Class Period terminates on
August 22, 2024, except as stated herein.

FINDINGS

1
2 Having considered the Settlement Stipulation, along with the briefing,
3 declarations and supporting materials filed with respect to the pending motion, the
4 record in this case, and the argument of counsel at the hearing on this motion, and
5 good cause appearing, the Court makes the following findings:

6 1. This Court has jurisdiction over the subject matter and Parties to the
7 Actions pursuant to 28 U.S.C. § 1332(d)(2), 28 U.S.C. § 1453, and 28 U.S.C.
8 § 1367.

9 2. The class action settlement in this action, as described in the
10 Settlement Stipulation and Injunction, is approved as fair, reasonable, and adequate.
11 The Plaintiffs, by and through their counsel, have investigated the facts and law
12 related to the matters alleged in the Actions, have engaged in extensive motion
13 practice, and have evaluated the risks associated with continued litigation, trial,
14 and/or appeal. The Court finds that the Settlement Stipulation was reached in the
15 absence of collusion, is the product of informed, good-faith, arms-length
16 negotiations between the parties represented by experienced counsel and multiple
17 mediation sessions before experienced neutrals.

18 3. As the Court has previously determined, the Settlement Class meets
19 the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3), the Named
20 Plaintiffs are adequate representatives for the Settlement Class, and the Plaintiffs’
21 Counsel identified above are approved to serve as Class Counsel during the
22 settlement administration. Dkts 504, 626.

23 4. The Court finds that the Settlement Stipulation confers substantial
24 benefits upon the Settlement Class, particularly in light of the damages and
25 injunctive relief potentially recoverable at trial, the defenses that would likely be
26 asserted by Defendants, and the costs, delay, uncertainty, and other risks associated
27 with continued litigation of this action through trial and/or appeal.
28

1 5. In accordance with the Court’s prior orders, the Settlement Class
2 Notice was disseminated to the Settlement Class. Garcia Decl. (CPT), Dkt 631-19,
3 ¶¶3-6, 8. The Court finds that the Settlement Class Notice is reasonable and
4 constitutes due, adequate and sufficient notice to all persons entitled to receive
5 notice, and meets the requirements of due process and Rule 23. The Court further
6 finds that the Settlement Class Notice complies with Rule 23(c)(2)(B) by providing
7 individual notice to all Settlement Class Members who could be identified through
8 reasonable efforts, and further providing notice by publication, website postings
9 and other means. The Court finds that Settlement Class Notice provided is
10 reasonably calculated under the circumstances to apprise the Settlement Class of the
11 pendency of the Actions, the terms of the Settlement Stipulation, and the right to
12 object to and be excluded from the Settlement Stipulation. The Court finds that
13 dissemination of the Settlement Class Notice met the requirements of due process
14 and is the best notice practicable under the circumstances and shall constitute due
15 and sufficient notice to all persons entitled thereto.

16 6. Under the Settlement Stipulation, settlement funds not paid to
17 Settlement Class Members will be paid by cy pres to Groceries for Seniors.
18 Dkt 631-3, ¶1.28. As confirmed by prior Court order, Groceries for Seniors is a
19 proper cy pres recipient in this matter. Dkt 626, pp. 4-5, n.2

20 **ORDER**

21 Accordingly, and good cause appearing, IT IS HEREBY ORDERED and
22 ADJUDGED as follows:

23 7. Plaintiffs’ motion for final settlement approval is granted. The class
24 action settlement as set forth in the Settlement Stipulation is fair, reasonable and
25 adequate. Fed. R. Civ. P. 23(e)(2).

26 8. The Named Plaintiffs are approved as adequate and typical
27 representatives of the Settlement Class. The above-referenced Class Counsel are
28 approved to represent the Settlement Class in the settlement administration.

1 9. By separate order, the Court has approved and signed the Injunction.
2 By its terms, the Injunction shall commence not later than 60 days from the date of
3 this order and shall remain in place for thirty (30) months from that date, unless
4 otherwise extended by Court order. Dkt 631-4, p. 1.

5 10. Upon the Effective Date (as defined in the Settlement Stipulation), and
6 subject to fulfillment of all of the terms of the Settlement Stipulation, each and
7 every Releasing Party shall be permanently barred and enjoined from initiating,
8 asserting and/or prosecuting any Released Claim against any Released Party in any
9 court or any forum.

10 11. The approved Settlement Administrator (CPT) shall carry out
11 settlement administration in accordance with the terms of the Settlement
12 Stipulation.

13 12. Groceries for Seniors is approved as the cy pres recipient for
14 settlement funds not distributed to Settlement Class Members in accordance with
15 the terms of the Settlement Stipulation.

16 13. Without affecting the finality of the Judgment, the Court reserves
17 jurisdiction over the implementation, administration and enforcement of this
18 Judgment, the Settlement Stipulation, the Injunction, and all matters ancillary
19 thereto.

20 14. Any objections to the Settlement Stipulation and approval of this
21 settlement are expressly overruled.

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1 15. Within sixty (60) days after all Settlement Awards and cy pres
2 payments (if any) have been paid, Plaintiffs shall file a compliance report with the
3 Court. The report shall include a declaration from the Settlement Administrator
4 (CPT) specifying the amounts paid to Settlement Class Members and (if applicable)
5 to the cy pres recipient, Groceries for Seniors.

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IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Josephine L. Staton