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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,

v.

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

Defendants.

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

FINAL JUDGMENT

1 By order dated December 3, 2024, this Court granted Plaintiffs’ Motion for
2 Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’
3 Fees, Costs and Service Awards. (Doc. 644.) For the reasons stated in the
4 December 3, 2024 Order,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

6 1. The terms and conditions of the settlement are set forth in the parties’
7 Stipulation of Settlement and Addendum thereto (collectively, “Settlement
8 Stipulation” or “SS”). Dkts 631-3, 631-5. Among other terms, the Settlement
9 Stipulation includes a Court-ordered injunction (“Injunction”). Dkt 631-4. Unless
10 otherwise stated herein, the terms of the Settlement Stipulation and Injunction are
11 hereby incorporated in full into this Judgment and any initial capitalized term
12 herein (including without limitation, “Effective Date,” “Released Claim” and
13 “Released Party”) shall have the same meaning as provided in the Settlement
14 Stipulation.

15 2. The Court has granted final approval of the Settlement Stipulation as
16 fair, reasonable, adequate and in compliance with applicable Federal Rules of Civil
17 Procedure. Dkt 644. As stated in the December 3, 2024 Order, the Court considered
18 and overruled all objections to the Settlement Stipulation. The terms of the
19 Settlement Stipulation and Injunction are hereby incorporated into this Judgment.

20 3. Further, the Court has confirmed certification of the Settlement Class
21 for settlement purposes. Dkt 644. The Settlement Class is defined as all persons
22 who resided at one of the Sunrise California Communities (defined below) at any
23 time during the Settlement Class Period (defined below), who contracted with and
24 paid money to Sunrise pursuant to a residency agreement, and whose claims are not
25 subject to arbitration because: (1) neither the Resident nor Resident’s Responsible
26 Party (as defined in the residency agreement) agreed to or accepted an arbitration
27 provision in writing; or (2) if arbitration was initially accepted, the Resident or
28 Resident’s Responsible Party provided written notice of withdrawal within the 30-

1 day period prescribed in the residency agreement. Dkt 644, pp. 3, 7.

2 4. Excluded from the Settlement Class are Settlement Class Members
3 who directly or through their legal successor submitted a valid and timely Request
4 for Exclusion. Not later than five (5) business days after entry of this Judgment,
5 Class Counsel shall file a list compiled by the Settlement Administrator of all valid
6 and timely submitted Requests for Exclusion.

7 5. The Sunrise California Communities are Sunrise at Alta Loma, Sunrise
8 at Belmont, Sunrise at Beverly Hills, Sunrise at Bonita, Sunrise at Burlingame,
9 Sunrise at Canyon Crest, Sunrise at Carmichael, Sunrise at Claremont, Sunrise of
10 Cupertino, Sunrise at Danville, Sunrise at Fair Oaks , Sunrise at Fresno, Sunrise at
11 Fullerton, Sunrise at Hermosa Beach, Sunrise at Huntington Beach, Sunrise at La
12 Costa, Sunrise at La Jolla, Sunrise at La Palma, Sunrise at Mission Viejo, Sunrise at
13 Monterey, Sunrise at Oakland Hills, Sunrise of Orange, Sunrise at Palo Alto,
14 Sunrise at Palos Verdes, Sunrise at Petaluma, Sunrise at Playa Vista, Sunrise at
15 Pleasanton, Sunrise at Rocklin, Sunrise at Sacramento, Sunrise at Sabre Springs,
16 Sunrise at San Marino, Sunrise at San Mateo, Sunrise at Santa Monica, Sunrise of
17 San Rafael, Sunrise at Seal Beach, Sunrise at Sterling Canyon, Sunrise at Studio
18 City, Sunrise at Sunnyvale, Sunrise at Tustin, Sunrise at Walnut Creek, Sunrise at
19 West Hills, Sunrise at Westlake Village, Sunrise at Wood Ranch, Sunrise at
20 Woodland Hills, and Sunrise at Yorba Linda.

21 6. Except as provided herein, the Settlement Class Period runs from June
22 27, 2013 through and including three (3) business days prior to the Class Notice
23 Date. As the Class Notice Date is August 27, 2024, Dkt 644, p. 4, the Settlement
24 Class Period terminates on August 22, 2024; provided that, the Settlement Class
25 Period commences on the following dates for residents of these Communities:
26 Sunrise of San Rafael (September 29, 2016), Sunrise of Cupertino (October 1,
27 2023), and Sunrise of Orange (April 27, 2023).

28 7. As confirmed in prior Court orders, Named Plaintiffs Amy Fearn and

1 Elise Ganz are adequate and typical Class Representatives. See Dkt 644, p. 6. The
2 following Plaintiffs' Counsel have been approved to serve as Class Counsel:
3 Stebner, Gertler & Guadagni; Schneider Wallace Cottrell Konecky LLP; Dentons
4 US LLP; Marks, Balette, Giessel & Young, PLLC; Janssen Malloy LLP; Law
5 Offices of Michael D. Thamer; and Trails Law Group. *Id.* CPT Group, Inc. ("CPT")
6 has been approved as the Settlement Administrator. *Id.*

7 8. In accordance with the Court's prior orders, the Settlement Class
8 Notice was disseminated to the Settlement Class. Dkt 644, pp. 6-7. The Court finds
9 that the Settlement Class Notice is reasonable, constitutes due, adequate and
10 sufficient notice to all persons entitled to receive notice, and meets the requirements
11 of due process and Federal Rule of Civil Procedure 23(c)(2)(B).

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

15 10. In accordance with prior Court orders, Groceries for Seniors is
16 approved as the cy pres recipient for settlement funds not distributed to Settlement
17 Class Members in accordance with the terms of the Settlement Stipulation. Dkt 644,
18 p. 5.

19 11. Upon the Effective Date, and subject to fulfillment of all of the terms
20 of the Settlement Stipulation, each and every Releasing Party shall be permanently
21 barred and enjoined from initiating, asserting and/or prosecuting any Released
22 Claim against any Released Party in any court or any forum. This Judgment is
23 binding on all Settlement Class Members, except for Settlement Class Members
24 who directly or through their legal successor submitted a valid and timely Request
25 for Exclusion.

26 12. The Parties shall bear their own costs, except as provided in the
27 Settlement Stipulation and the December 3, 2024 Order.

28 13. Within twenty-one (21) days after the substantial completion of the

1 distribution of settlement payments to Settlement Class Members, Class Counsel
2 shall file a post-distribution status report that includes all information required
3 under the December 3, 2024 Order. Dkt 644, p. 23.

4 14. Without affecting the finality of the Judgment, the Court reserves
5 jurisdiction over the implementation, administration and enforcement of this
6 Judgment, the Settlement Stipulation, the Injunction, and all matters ancillary
7 thereto.

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9 IT IS SO ORDERED, ADJUDGED AND DECREED.

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11 Dated: December 16, 2024

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HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE