

1 **JUDGMENT**

2 Pursuant to the Order Granting Final Approval of the Class and Representative Action
3 Settlement, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court’s Order Granting
5 Final Approval of Class and Representative Action Settlement (“Order Granting Final Approval”)
6 and the Parties’ Amended Class Action Settlement Agreement and Release (“Settlement” or
7 “Settlement Agreement”). All terms used herein shall have the same meaning as defined in the
8 Settlement Agreement.

9 2. The Settlement Class (“Settlement Class,” “Settlement Class Members” or “Class
10 Members”) for the purpose of settlement only: all persons who are employed or have been employed
11 by defendants The Variel Services, LLC and Momentum Senior Living LLC (“Defendants”) as a
12 non-exempt employee in the State of California during the period from December 29, 2018 through
13 March 1, 2024 (“Class Period”).

14 3. “Aggrieved Employees” means all persons who are employed or have been
15 employed by Defendants as a non-exempt employee in the State of California at any time during the
16 period of December 28, 2021 through the end of the Class Period (“PAGA Period”).

17 4. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
18 objected to the Settlement; thus, all Class Members are Participating Class Members.

19 5. Within fourteen (14) days of the Effective Date of the Settlement, Defendants shall
20 deposit the Gross Settlement Amount into the Settlement Administrator’s designated account.
21 Defendants shall not have access to the Gross Settlement Amount once those funds are deposited
22 into the Settlement Administrator’s designated account, including any earned interest accrued
23 following deposit. Any interest gained on the Gross Settlement Amount in the Settlement
24 Administrator’s designated account shall be deemed part of the Gross Settlement Amount. The
25 Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross
26 Settlement Amount.

27 6. “Effective” or “Effective Date” means ten (10) days after the Settlement becomes Final.
28 “Final” means the date when all of the following events have occurred: (a) the Court enters a

1 judgment on its Order Granting Final Approval of the Settlement (“Judgment”); and (b) the
2 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
3 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
4 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
5 a notice of appeal from the Judgment and no notice of appeal is timely filed; or if a timely appeal
6 from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
7 remittitur.

8 7. The Settlement Administrator shall mail all Settlement Awards to Participating
9 Individuals who do not timely request exclusion within ten (10) days after Defendants’ deadline to
10 deposit the Gross Settlement Amount into the Settlement Administrator’s designated account or as
11 soon as reasonably practicable thereafter. The Settlement Administrator shall then provide written
12 certification of mailing to Class Counsel and Defendants’ Counsel.

13 8. If, at the conclusion of the 180-day check cashing period set forth in the Agreement,
14 any funds remain from checks that are returned as undeliverable or are not negotiated, those monies
15 shall be distributed, subject to the Court’s approval, to the California State Controller Unclaimed
16 Property Fund in the name of the Participating Individual to be held by the Controller’s Office for
17 the benefit of the Participating Individual until such time as they claims their property, as allowed
18 by law.

19 9. Effective upon entry of Judgment, the Order granting Final Approval of this
20 Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and
21 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
22 Plaintiff, Class Members, and Class Counsel in exchange for the consideration set forth in this
23 Settlement Agreement, will release claims against all Released Parties as follows:

- 24 a. **Class Released Claims.** For the duration of the Class Period, all Class Members
25 who do not timely and validly request exclusion from the settlement pursuant to
26 Paragraph 22 on behalf of themselves and their respective former and present
27 representatives, and all persons purporting to act on their behalf, including, but not
28 limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees,

1 legatees, executors, administrators, trustees, conservators, guardians, personal
2 representatives, and successors-in-interest, whether individual, class, representative,
3 legal, equitable, direct or indirect, or any other type or in any other capacity
4 (collectively, the “Releasing Parties”), shall and hereby do release all Releasees,
5 finally, irrevocably, and forever, from any and all claims alleged and/or that could
6 have been alleged based on the facts alleged in the Operative Complaint, excluding
7 the claims under PAGA, during the Class Period. This shall include any claims
8 during the Class Period for the purported payment or nonpayment of compensation
9 (including, but not limited to, wages, minimum wage, straight time, overtime
10 (including double time), and/or premium pay); failure to incorporate non-
11 discretionary bonuses and/or other forms of pay when calculating an employee’s
12 regular rate; failure to pay meal and rest period premium wages and sick time pay
13 at an accurate regular rate of pay; failure to pay overtime based on an accurate
14 regular rate of pay; failure to pay for all hours worked; failure to timely pay wages
15 during employment; failure to pay wages at discharge or termination; failure to
16 provide compliant meal periods and authorize and permit rest periods and otherwise
17 requiring on-duty/on-call rest periods; failure to accurately record time, including
18 all time worked (including, but not limited to, off-the-clock, meal periods, rounding,
19 editing and/or manipulation of time entries, and auto-deduction of meal periods);
20 failure to provide timely and compliant wage statements and to maintain records
21 including failure to maintain accurate records; failure to reimburse reasonable
22 business expenses (including but not limited to cell phones, uniforms, required
23 clothing, equipment, safety devices and safeguards, vehicle usage); failure to pay
24 paid time off and vacation time and other compensation owed upon separation;
25 failure to pay reporting time wages; secretly paying lower wage according to
26 contract or statute; unlawfully collecting paid wages under Labor Code section 221
27 and 223; failure to comply with Business and Professions Code 17200 et seq.;

28 violation of and/or failure to comply with California Labor Code, including, but not

1 limited to, §§ 200, 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226(a), 226(e),
2 226.7, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
3 1198.3, 1199, 2802, and applicable IWC Wage Orders, Civil Code Section 3287(a);
4 failure to comply with Labor Code section 432.6; conducting unlawful background
5 checks in violation of Labor Code section 432.7 and Government Code section
6 12952; relying on the salary history information on an application for employment
7 in violation of Labor Code section 432.3; related premiums, statutory penalties,
8 waiting time penalties; liquidated damages; interest; punitive damages; expenses;
9 costs; attorneys' fees; equitable relief; injunctive relief; declaratory relief; or
10 accounting; whether such causes of action are in tort, contract, or pursuant to a
11 statutory remedy

12 b. **PAGA Released Claims.** For the duration of the PAGA Period, all Aggrieved
13 Employees, shall and hereby do release all Releasees, finally, irrevocably, and
14 forever, from any and all claims and rights to recover civil penalties under the
15 Private Attorneys' General Act and any rights to recover costs, expenses, attorneys'
16 fees and interest pursuant to PAGA that were alleged, or could have been alleged,
17 based on the facts alleged in the Actions, including but not limited to the Operative
18 Complaint and Amended PAGA Letter(s), during the PAGA Period. The Parties
19 intend and agree that the Final Approval Order and the Judgment entered as a result
20 of this Settlement shall have *res judicata* and preclusive effect to the fullest extent
21 allowed by law and shall also be effective to adjudicate and release the claims and/or
22 rights of the LWDA to recover civil penalties against the Releasees on behalf of the
23 Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this
24 Settlement will have *res judicata* effect as to those claims of Aggrieved Employees
25 and the LWDA, whether pursued directly by the LWDA or by a representative
26 pursuant to PAGA).

27 10. The parties released shall include: Defendants and their past, present, and future parent
28 companies, subsidiaries, related or affiliated companies or entities, joint employers, predecessors,

1 successors, and assigns, and any of their shareholders, affiliates, owners, communities, community
2 property owners, members, investors, divisions, representatives, officers, directors, board members,
3 trustees, owners, shareholders, employees, agents, attorneys, auditors, accountants, experts,
4 contractors, stockholders, representatives, partners, insurers, as well as any individual or entity that
5 could be liable for any of the Released Claims.

6 11. This document shall constitute a Judgment for purposes of California Rules of Court,
7 Rule 3.769(h).

8 12. Without affecting the finality of this Judgment in any way, this Court hereby retains
9 continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement
10 and all orders and judgments entered in connection therewith.

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12 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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14 Dated: 02/26/2026, ~~2026~~



Judge of the Superior Court

Timothy Patrick Dillon / Judge

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