

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 285256		FOR COURT USE ONLY E-RECEIVED by Superior Court of CA, County of Santa Clara, on 9/27/2023 10:22 AM Reviewed By: R. Walker Case #20CV365134 Envelope: 13136772
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ATTORNEY FOR (name): Plaintiff Tanaia Attaway		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA		
STREET ADDRESS: 191 North First Street		
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CITY AND ZIP CODE: San Jose, CA 95113		
BRANCH NAME: Downtown Superior Court		
PLAINTIFF/PETITIONER: Tanaia Attaway, et at.		CASE NUMBER: JCCP No. 5173
DEFENDANT/RESPONDENT: Alliance Residential, LLC		JUDICIAL OFFICER: Hon. Theodore C. Zayner
OTHER:		
PROPOSED ORDER (COVER SHEET)		DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Tanaia Attaway
2. Title of the proposed order:
[Proposed] Order for Approval of PAGA Representative Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion to Approve PAGA Settlement
 - b. Date and time: September 27, 2023, 1:30 p.m.
 - c. Place: Dept. 19
4. The proposed order was served on the other parties in the case.

Mehrdad Bokhour, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

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Attorneys for Plaintiffs and the Aggrieved Employees

Additional counsel on the following page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

TANAIA ATTAWAY & ARMANDO
MONTANO, on behalf of themselves and all
other aggrieved employees,

Plaintiff,

v.

ALLIANCE RESIDENTIAL, LLC., an
Arizona Limited Liability Company; and
DOES 1-50, inclusive.

Defendants.

JCCP NO. 5173

Assigned to the Hon. Theodore C. Zayner

**[PROPOSED] ORDER FOR APPROVAL
OF PAGA REPRESENTATIVE ACTION
SETTLEMENT**

HEARING DATE

Date: September 27, 2023

Time: 2:30 p.m.

Dept.:19

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1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the Settlement Agreement and Release of PAGA Claims
4 (the "Settlement Agreement" and/or the "Settlement") attached to the Declaration of Falakassa as
5 Exhibit A and submitted in support of Plaintiffs' Notice of Motion and Motion to Approve PAGA
6 Settlement ("Plaintiffs' Motion"), and good cause appearing, **IT IS HEREBY ORDERED** that
7 Plaintiffs' Motion is **GRANTED**, subject to the following findings and orders:

8 a) All terms used herein shall have the same meaning as defined in the Settlement
9 Agreement.

10 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
12 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
13 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
14 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
15 respective positions. The Court also finds that settlement now will avoid additional and potentially
16 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
17 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
18 recognizes the significant value accorded to the PAGA Members.

19 c) The Settlement Agreement is not an admission by Defendants Alliance Residential,
20 LLC ("Alliance") and Greystar Real Estate Partners, LLC ("Greystar Real Estate") (collectively,
21 "Defendants"), nor is this Order a finding of the validity of any allegations or of any wrongdoing by
22 Defendants. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor
23 any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an
24 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the
25 Defendants.

26 d) The Defendants shall pay the PAGA Members pursuant to the procedure described
27 in the Settlement Agreement.

1 e) The Court hereby confirms Joshua S. Falakassa of Falakassa Law, P.C., Mehrdad
2 Bokhour of Bokhour Law Group, P.C., Paul K. Haines of Haines Law Group, P.C., and James R.
3 Hawkins of James Hawkins, APCL as PAGA Counsel.

4 f) The Court hereby awards attorneys' fees in the amount of thirty-five percent (35%)
5 of the Total Settlement Payment, which is \$166,666.66 in attorneys' fees and \$23,544.46 in
6 litigation costs. The Court finds that the requested PAGA Counsel's Fees and PAGA Counsel's
7 Costs are reasonable in light of the relevant factors under California law and in light of the
8 Settlement reached. The payment of fees to PAGA Counsel shall be made in accordance with the
9 terms of the Settlement Agreement.

10 g) The Court hereby awards service payment in the total amount of \$30,000 (\$10,000
11 for each class representative).

12 h) The Defendants shall have no further liability for costs, expenses, interest, attorneys'
13 fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

14 The Court further orders, adjudges and decrees that the PAGA Members (as defined in the
15 Settlement Agreement) fully release and discharge Defendants, along with the Released Parties, of
16 the representative claims for civil penalties pursuant to the terms set forth in the Settlement
17 Agreement.

18 **IT IS SO ORDERED.**

19
20 DATED: September 29, 2023



HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

CASE NAME:

Tanaia Attaway, et al. v. Alliance Residential, LLC

CASE NUMBER:

JCCP No. 5173

PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*):

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

b. To (*electronic service address of person served*):

c. On (*date*):

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

_____
(SIGNATURE OF DECLARANT)

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On September 26, 2023, I served the following document(s) described as **[PROPOSED] ORDER FOR APPROVAL OF PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Benjamin A. Emmert, Esq.
bemmert@littler.com
LITTER MENDELSON, P.C.
50 West San Fernando, 7th Floor
San Jose, California 95113

**Counsel for defendant Alliance
Residential, LLC**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 26, 2023, at Los Angeles, California.



Carlos Garcia