

1 Carolyn H. Cottrell (SBN 166977)
2 Esther L. Bylsma (SBN 264208)
3 **SCHNEIDER WALLACE**
4 **COTTRELL KONECKY LLP**
5 2000 Powell Street, Suite 1400
6 Emeryville, California 94608
7 Tel: (415) 421-7100
8 Fax: (415) 421-7105
9 ccottrell@schneiderwallace.com
10 ebylsma@schneiderwallace.com

11 Arby Aiwarzian, Esq.
12 Joanna Ghosh, Esq.
13 Vartan S. Madoyan, Esq.
14 **LAWYERS for JUSTICE, PC**
15 410 West Arden Avenue, Suite 203
16 Glendale, California 91203
17 arby@calljustice.com
18 joanna@calljustice.com
19 vartan@calljustice.com

20 *Attorneys for Plaintiff, the Putative Class,*
21 *the State of California, and Aggrieved Employees*

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
23 **FOR THE COUNTY OF RIVERSIDE**

24 KEAERA BRYANT, individually, and on
25 behalf of other members of the general public
26 similarly situated, the State of California, and
27 other aggrieved employees pursuant to the
28 California Private Attorneys General Act;

Plaintiff,

v.

RENAISSANCE VILLAGES, INC., a
California corporation; CONTINENTAL EAST
DEVELOPMENT, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

AND CONSOLIDATED ACTIONS.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 13 2025

E. Escobedo

CM

MAY 14 2025

Lead Case No. RIC2002756
Consolidated with Case Nos. CVRI2103480 and
CVRI2103783

ASSIGNED FOR ALL PURPOSES TO:
HON. HAROLD W. HOPP, DEPT. 1

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

1 Plaintiff Keaera Bryant's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement came on for hearing on April 28, 2025. Due and adequate notice having been given to
3 the Class, as defined below, and the Court having considered the Settlement Agreement and
4 Stipulation to Resolve Class Action and PAGA Claims, as amended in the Amendment No. 1 to the
5 Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (the
6 "Settlement")¹ and the Exhibits thereto, all papers filed and proceedings had herein and any written
7 objections received regarding the proposed Settlement, and good cause appearing,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 1. The Court, for purposes of this Final Approval Order and Judgment ("Judgment"),
10 adopts all defined terms as set forth in the Settlement filed in the above-captioned consolidated
11 action (the "Action").

12 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
13 Participating Class Members, and Defendants Renaissance Villages, Inc. and Continental East
14 Development, Inc. ("Defendants").

15 3. The Court finds that the Settlement is fair, reasonable, and adequate and that Plaintiff
16 has satisfied the standards and applicable requirements for final approval of this class and PAGA
17 action settlement under California law, including the provisions of California Code of Civil
18 Procedure § 382.

19 4. The Court finds that the Settlement has been reached as a result of intensive, serious
20 and non-collusive arm's-length negotiations. The Court further finds that the parties have conducted
21 extensive investigation and research, and counsel for the parties are able to reasonably evaluate their
22 respective positions. The Court also finds that Settlement will avoid additional substantial costs, as
23 well as avoid the delay and risks that would be presented by the further prosecution of the Action.

24
25 ¹ The Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims was
26 attached as Exhibit 1 to the Declaration of Esther L. Bylsma in Support of Motion for Preliminary
27 Approval of Class Action and PAGA Settlement, filed in the Action on November 8, 2024. The
28 Amendment No. 1 to the Settlement Agreement and Stipulation to Resolve Class Action and PAGA
Claims was attached as Exhibit 1 to the Supplemental Declaration of Esther L. Bylsma in Support
of Motion for Preliminary Approval of Class Action and PAGA Settlement, filed in the Action on
December 31, 2024.

1 The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes
2 the significant value to the Participating Class Members and Aggrieved Employees.

3 5. None of the Class Members requested exclusion from the Settlement. Thus, by this
4 Judgment, all Class Members are Participating Class Members and bound by the Settlement. The
5 Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in
6 the Settlement and approved by the Court.

7 6. Solely for purposes of effectuating the Settlement, this Court has certified a class
8 defined as follows:

9 All individuals who were employed by Defendants, or either of them, as non-exempt
10 employees in California at Rancho Belago during the period of July 17, 2016 through
April 30, 2022.

11 7. Notice to Class Members, as set forth in the Settlement, has been completed in
12 conformity with the Preliminary Approval Order as to all Class Members who could be identified
13 through reasonable effort. The Court finds that said notice was the best notice practicable under the
14 circumstances. The Class Notice provided due and adequate notice to Class Members of the
15 proceedings and of the matters set forth therein, including the terms of the Settlement, the manner
16 by which claims could be made under the Settlement, the manner by which objections to the
17 Settlement could be made and the manner by which Class Members could opt out of the Settlement.
18 The Class Notice fully satisfied the requirements of due process.

19 8. The Court finds that zero Class Members have objected to the Settlement, and zero
20 Class Members have requested exclusion from the Settlement.

21 9. By this Judgment, Plaintiff and all other Participating Class Members are deemed to
22 have, and by operation of the Judgment have, fully, finally, and forever released, settled,
23 compromised, relinquished and discharged all of the Released Parties from the Released Claims that
24 arose during the Class Period.

25 10. "Released Claims" means, for the duration of the Class Period, any and all claims,
26 actions, or causes of action against Defendants and the other Released Parties (a) that are alleged in
27 the operative complaint; and/or (b) that could have been alleged in the Operative Complaints based
28 upon or arising out of the facts alleged, except those arising under PAGA. Without limiting the

1 foregoing, and in addition to the foregoing, the Released Claims include claims premised on the
2 failure to pay all minimum wages and overtime compensation including, but not limited to, time
3 spent working off-the-clock and undergoing screening and safety procedures; failure to provide
4 meal periods and rest breaks or premium payments; failure to provide and maintain complete and
5 accurate itemized wage statements; failure to keep complete and accurate payroll records; untimely
6 payment of wages during employment and at the time of termination; failure to reimburse business
7 expenses and costs; failure to provide one day's rest in seven; failure to pay reporting time pay;
8 unfair business practices; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5,
9 226, 226.7, 510, 512(a), 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; related
10 violations of the applicable California Wage Orders; violations of all related or corresponding
11 federal laws; and violations of California Business and Professions Code section 17200, *et seq* in
12 connection with the alleged Labor Code violations alleged (or that could be alleged based on the
13 facts pled) in the Actions.

14 11. "Released Parties" means and includes Renaissance Villages, Inc., Continental East
15 Development, Inc., RVMUR Operations Company, LLC, Continental East Fund VI, LLC,
16 Continental East Fund VII, LLC, and each of their respective current and former officers, directors,
17 employees, agents, and Truong Do Can Pham.

18 12. By this Judgment, the Plaintiff, as the representative for the State of California, and
19 the State of California, and on behalf of themselves and their respective current, former, and future
20 heirs, executors, administrators, attorneys, agents, and assigns forever completely releases and
21 discharges Defendants and each of the Released Parties from the PAGA Claims that arose during
22 the PAGA Period. This Judgment has the same effect under *Arias v. Superior Court* (2009) 46
23 Cal.4th 969 as if the government litigated the matter toward judgment, which includes all nonparty
24 Aggrieved Employees. This means, by operation of this Judgment, neither the Plaintiff, the
25 Aggrieved Employees, nor the State of California may pursue recovery of civil penalties from
26 Defendants or any of the Released Parties for the PAGA Claims that arose during the PAGA Period,
27 to the extent permissible by law.

28

1 13. “PAGA Claims” means, for the duration of the PAGA Period, claims for penalties
2 under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a)
3 arise from the facts, matters, transactions or occurrences alleged in the Actions or that could have
4 been alleged in the Actions based on such facts; and/or (b) arise from the facts, matters, transactions
5 or occurrences alleged, or that could have been alleged, in all the PAGA Notice Letters sent by the
6 plaintiffs Keara Bryant, Destiny Sierra, or Gabriela Cornejo to the Labor and Workforce
7 Development Agency (“LWDA”) pursuant to Labor Code section 2699.3 on or about May 12, 2020
8 and May 25, 2021, and/or in the Amended PAGA Notice Letters sent to the LWDA on or about
9 August 2, 2020 and January 21, 2022 asserting that Defendants violated various provisions of the
10 Labor Code. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims
11 include claims premised on the failure to pay all minimum wages and overtime compensation
12 including, but not limited to, time spent working off-the-clock and undergoing screening and safety
13 procedures; failure to provide meal periods and rest breaks or premium payments; failure to provide
14 and maintain complete and accurate itemized wage statements; failure to keep complete and accurate
15 payroll records; untimely payment of wages during employment and at the time of termination;
16 failure to reimburse business expenses and costs; failure to provide one day’s rest in seven; failure
17 to pay reporting time pay; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5,
18 226, 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802;
19 in connection with the allegations in the LWDA Notices and Operative Complaints; and related
20 violations of the applicable California Wage Orders and California Code of Regulations, Title 8,
21 section 11000 *et seq.*

22 14. By this Judgment, Plaintiff fully releases and discharges Defendants and the other
23 Released Parties from the Released Claims and any other claims that the Plaintiff now has or claims
24 to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without
25 limiting the generality of the foregoing, the Plaintiff specifically and expressly releases to the
26 maximum extent permitted by law any claims against Defendants and the Released Parties, arising
27 out of or relating to the Plaintiff’s employment or termination of her employment with Defendants
28

1 and any other Released Party. This general release by the Plaintiff includes a waiver of Plaintiff's
2 rights under Civil Code Section 1542.

3 15. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
4 the methodology used to calculate and pay each Participating Class Member's Individual Settlement
5 Payment is fair and reasonable and authorizes the Settlement Administrator to pay the Individual
6 Settlement Payment to the Participating Class Members in accordance with the terms of the
7 Settlement.

8 16. A total of \$25,000.00 from the Gross Settlement Amount shall be allocated to
9 penalties under The Labor Code Private Attorneys General Act of 2004, California Labor Code
10 sections 2698, et seq., of which \$18,750.00 shall be paid by the Settlement Administrator directly
11 to the California Labor and Workforce Development Agency. The remaining \$6,250.00 shall be
12 distributed to Settlement Class Members/Aggrieved Employees as part of their Individual
13 Settlement Payment.

14 17. All envelopes transmitting the Individual Settlement Award checks to Participating
15 Class Members/Aggrieved Employees shall bear the notation, "YOUR CLASS ACTION
16 SETTLEMENT CHECK IS ENCLOSED."

17 18. The Settlement Administrator shall mail a reminder postcard to any Participating
18 Class Member whose Individual Settlement Award check has not been negotiated within 60 days of
19 after the date of mailing.

20 19. If a Participating Class Member's or Aggrieved Employee's check remains uncashed
21 after 180 days from issuance, the Settlement Administrator will transfer the amount represented by
22 such uncashed checks, without the need to include interest, to CASA of Orange County in the name
23 of the Participating Class Member/Aggrieved Employee. The address for CASA of Orange County
24 is 765 The City Drive South, Suite 300, Orange, CA 92868. In such event, the Participating Class
25 Member shall nevertheless remain bound by the Settlement and this Judgment. Any Settlement
26 Awards that remain uncashed after One Hundred Eighty (180) days do not constitute unpaid residue
27 or unclaimed or abandoned funds within the meaning of California Code of Civil Procedure section
28 384.

1 20. The Court confirms Plaintiff as Class Representative and Schneider Wallace Cottrell
2 Konecky LLP ("SWCK") and Lawyers for Justice, PC ("LFJ") as Class Counsel in the Action.

3 21. Plaintiff shall be paid from the Gross Settlement Amount an Incentive Award in the
4 amount of \$15,000.00. This is to account for Plaintiff's respective time and effort in serving as a
5 representative of the Class and the State, and for her Full Release.

6 22. From the Gross Settlement Amount, Class Counsel is awarded \$332,500.00 for their
7 reasonable attorneys' fees (with \$249,375.00 to SWCK and \$83,125.00 to LFJ) and \$37,247.18 for
8 their reasonable costs incurred in the Action (with \$31,119.88 to SWCK and \$6,127.30 to LFJ).

9 23. The Court approves Settlement Administration Costs of \$10,000.00. Such costs shall
10 be paid from the Gross Settlement Amount.

11 24. The Settlement is not an admission by Defendants nor is this Judgment a finding of
12 the validity of any claims asserted in the Action or of any wrongdoing by Defendants. Furthermore,
13 the Settlement is not a concession by Defendants or any of the other Released Parties and shall not
14 be used as an admission of any fault, omission or wrongdoing by Defendants or any of the other
15 Released Parties. Neither this Judgment, the Settlement, any document referred to in this Order and
16 Judgment nor any action taken to carry out the Settlement is, may be construed as, or may be used
17 as, an admission by or against Defendants or any of the other Released Parties of any fault,
18 wrongdoing or liability whatsoever. The Parties agree that the entering into or carrying out of the
19 Settlement and the attached Exhibits, and any related negotiations or proceedings, shall not in any
20 way be construed as, or deemed to be evidence of, or an admission or concession with regard to, the
21 denials or defenses by Defendants. The Parties further agree that the Settlement and the attached
22 Exhibits, and any related negotiations or proceedings, shall not be offered in evidence in any action
23 or proceeding against the Parties by the Parties in any court, administrative agency or other tribunal
24 for any purpose whatsoever other than to enforce the provisions of this Judgment and the Settlement;
25 except that the Judgment, Settlement and Exhibits, and any other papers and records on file in the
26 Action may be used in this Court and in any other legal proceeding as evidence of the Settlement to
27 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue
28 preclusion or similar defense as to the Released Claims and PAGA Claims.

1 25. The Parties shall implement the Settlement according to its terms.

2 26. The Court reserves exclusive and continuing jurisdiction over the Action, Plaintiff,
3 the Participating Class Members, and Defendants for purposes of supervising the implementation,
4 enforcement, construction, administration and interpretation of the Settlement and this Judgment.

5 27. If the Settlement does not become final and effective in accordance with its terms,
6 this Judgment shall be rendered null and void and shall be vacated and, in such event, all related
7 orders entered and all releases delivered in connection herewith also shall be rendered null and void.

8 28. The Court approves the following implementation schedule:

Event	Deadline
Final Approval Hearing	April 28, 2025 at 8:30 a.m.
Effective Date of Settlement (Settlement, ¶11).	The later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review.
Defendant to Provide the Settlement Fund (Settlement, ¶61(b)).	On the later of fifteen (15) calendar days of the Settlement Administrator providing all the information necessary for Defendant Renaissance to remit payment or fifteen (15) calendar days after the Effective Date, Defendant Renaissance shall remit to the Settlement Administrator: (i) the Gross Settlement Amount of \$950,000.00 and (ii) the Employer's Taxes for any portion of the Individual Settlement Payments designated as wages (the collectively, "Settlement Fund").
Settlement Proceeds Distribution Deadline (Settlement, ¶61(c)).	The distribution of Individual Settlement Payments to Participating Class Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of the Settlement Fund from Defendants.
Distribution of the LWDA Payment, Attorneys' Fees and Costs, and Enhancement Award (Settlement, ¶61(d)).	No later than ten (10) calendar days after the Settlement Administrator receives the Settlement Fund from Defendant Renaissance
Check Cashing Deadline (Settlement, ¶61(e)).	180 days from the date of mailing.

Event	Deadline
Deadline for Settlement Administrator to Provide Post-Distribution Accounting to Class Counsel	14 calendar days of the last of Check Cashing Deadline
Deadline for Class Counsel to file their Post-Distribution Accounting Report With the Court	Within 14 calendar days after receipt of the Settlement Administrator's report
Post-Distribution Hearing	March 20, 2026

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Date:

May 12, 2025

Harold W. Hopp

Hon. Harold W. Hopp
Superior Court Judge