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FILED
Superior Court of California
County of Los Angeles

08/24/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: F. Rojas Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JADE FINDLEY, YVONNE
CAKEBREAD, and GABRIEL UHURU, on
behalf of the State of California,

Plaintiff,

v.

AVENUE5 RESIDENTIAL LLC, a
Washington Corporation; WALT SMITH, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 20STCV34633

Assigned for All Purposes To:
Hon. Randolph M. Hammock, Dept. 49

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiffs Jade Findley, Yvonne Savoji aka Yvonne Cakebread, and Gabriel Uhuru (“Named
3 Plaintiffs”) motion for final approval of the parties’ Joint Stipulation and Settlement Agreement
4 (“Settlement” or “Settlement Agreement”) in the actions entitled *Jade Findley and Yvonne*
5 *Cakebread v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court Case No.
6 20STCV34633 and *Gabriel Uhuru v. Avenue5 Residential, LLC*, Riverside County Superior Court
7 Case No. CVRI2000405, consolidated and amended as *Jade Findley, et al. v. Avenue5 Residential*
8 *LLC, et al.* Los Angeles County Superior Court Case No. 20STCV34633 (collectively, the
9 “Lawsuit”) was heard on August 24, 2022 in Department 49 of the above captioned Court, the
10 Honorable Randolph M. Hammock presiding. Having considered the papers and arguments of
11 counsel, and good cause appearing, it is hereby ORDERED, ADJUDGED, AND DECREED:

12 1. This Judgment incorporates by reference all definitions in the parties’ Settlement
13 Agreement and all terms used herein shall have the same meanings as set forth in the Settlement
14 Agreement, which is attached as Exhibit 1 to the Declaration of Zachary Crosner in Support of the
15 Motion for Approval of Settlement Under Private Attorneys General Act and is made a part of this
16 order.
17

18 2. The California Labor Workforce and Development Agency ("LWDA") has been
19 provided notice of the Settlement Agreement in accordance with the California Private Attorneys
20 General Act, Labor Code section 2699, subdivisions (l)(2) and (l)(4). Specifically, concurrently with
21 Plaintiffs submitting this motion seeking approval of the Settlement Agreement with the Court,
22 Plaintiff submitted to the LWDA a notice of the Settlement Agreement enclosing a copy of the
23 Settlement Agreement. Plaintiffs’ notice of the Settlement Agreement to the LWDA complied with
24 the notice requirements of PAGA.
25

26 3. The Court confirms approval of the Settlement as to the Aggrieved Employees.
27
28

1 4. The Court has jurisdiction over the subject matter of this litigation, over all
2 Aggrieved Employees, and over those persons undertaking affirmative obligations under the
3 Settlement.

4 5. The Settlement Agreement is approved pursuant to Labor Code section 2699,
5 subdivision (l)(2).
6

7 6. The PAGA Settlement Notice to Aggrieved Employees, attached as Exhibit B to the
8 Joint Stipulation and Settlement Agreement, fairly and adequately describes the Lawsuit, the
9 approved Settlement, and is therefore approved.

10 7. The Gross Settlement Amount, the PAGA Settlement Fund, and the methodology
11 used to calculate the Aggrieved Employees' Individual PAGA Payments, in accordance with the
12 Settlement is approved.
13

14 8. The Court approves Simpluris Class Action Administration to act as the Settlement
15 Administrator. The Court awards the Settlement Administrator its actual fees and costs in
16 accordance with the terms of the Settlement Agreement, not to exceed \$6,500.

17 9. The Court approves Crosner Legal, PC as Plaintiffs' Counsel.
18

19 10. The Court awards Plaintiffs' Counsel attorneys' fees in the amount of \$153,333.33
20 and actual litigation costs of \$21,913.05, both of which the Court finds to be fair and reasonable.
21 The Court authorizes the Settlement Administrator to make these payments, in accordance with the
22 terms of the Settlement Agreement.

23 11. The Court authorizes the Settlement Administrator to calculate and pay the
24 Individual PAGA Payments to the Aggrieved Employees for their share of the civil penalties, in
25 accordance with the terms of the Settlement Agreement, which are estimated to total \$66,188.41,
26 and which the Court finds is fair and reasonable.
27
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1 12. The Court finds that payment to the LWDA of \$198,565.21 as its share of the
2 settlement of civil penalties is fair and reasonable. The Court authorizes the Settlement
3 Administrator to make this payment to the LWDA, in accordance with the terms of the Settlement
4 Agreement.

5 13. The Court finds that the PAGA Enhancement Awards in the amounts of \$5,000.00
6 each, for a total of \$15,000.00, as set forth in the Settlement Agreement, are fair and reasonable.
7 The Court authorizes the Settlement Administrator to pay the PAGA Enhancement Awards in
8 accordance with the terms of the Settlement Agreement.

9 14. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
10 for 180 days after issuance. All funds associated with the Individual PAGA Payment checks
11 returned as undeliverable and funds associated with those Individual PAGA Payment checks
12 remaining un-cashed, shall be distributed to the State Controller's Unclaimed Property Fund in the
13 Aggrieved Employee's name.

14 15. Upon completion of the Settlement, the Settlement Administrator will provide
15 written certification of the completion to the Court and counsel for the Parties which shall be filed
16 with the Court on or before March 1, 2023.

17 16. By operation of this Judgment, the Aggrieved Employees and the State of California
18 have released the Released Parties from any and all claims under the California Private Attorneys
19 General Act, Cal. Lab. Code §§ 2698, *et seq.* that were released in the Settlement Agreement
20 (defined in the Settlement Agreement as the "Released Claims"), which includes any and all claims
21 that the Aggrieved Employees or the State of California may have against Defendants and/or the
22 Released Parties that reasonably arise out of or arise in connection with the claims and facts alleged
23 in the Lawsuit, and any claims which could have been reasonably asserted in the Lawsuit arising
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1 from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent
2 permitted by law.

3 17. Neither Defendants nor any of the Released Parties shall have any further liability
4 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
5 provided for by the Settlement Agreement.
6

7 18. Neither the making of, nor the entry into, the Settlement Agreement is an admission
8 by Defendants, nor is this Judgment a finding of validity of any claim in the Lawsuit or of any
9 wrongdoing. The Settlement Agreement is not a concession, and shall not be used as an admission
10 of wrongdoing or fault. Carrying out the terms of the Settlement Agreement may not be construed
11 as an admission or concession by or against Defendants or any related person or entity, including
12 any of the Released Parties.
13

14 19. Nothing in this Judgment shall preclude any action to enforce the Parties' obligations
15 under the Settlement Agreement or under this Judgment, including the requirement that Defendants
16 fund payments in accordance with the Settlement Agreement.

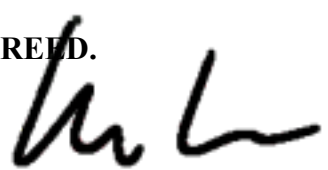
17 20. The Parties will bear their own costs and attorneys' fees except as otherwise provided
18 by this Judgment awarding Plaintiffs' Counsel's attorneys' fees and litigation costs
19

20 21. Without affecting the finality of this order and entry of judgment, the Court retains
21 exclusive and continuing jurisdiction over the Lawsuit for purposes of supervising, administering,
22 implementing, and enforcement of this Order and the Settlement Agreement.

23 22. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
24 LWDA within 10 days of the date of this Order and entry of judgment.
25

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

27 Dated: 08/24/2022

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HON. RANDOLPH M. HAMMOCK
JUDGE OF THE SUPERIOR COURT