

AEGIS LAW FIRM, PC

KASHIF HAQUE, State Bar No. 218672

SAMUEL A. WONG, State Bar No. 217104

JESSICA L. CAMPBELL, State Bar No. 280626

ALEXANDER G.L. DAVIES, State Bar No. 328125

9811 Irvine Center Drive, Suite 100

Irvine, California 92618

Telephone: (949) 379-6250

Facsimile: (949) 379-6251

E-Mail: adavies@aegislawfirm.com

Attorneys for Plaintiff Frank Quiroga, individually,
and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

FRANK QUIROGA, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

FF PROPERTIES II LP; FF PROPERTIES

LP; FAIRFIELD RESIDENTIAL

COMPANY LLC; and DOES 1 through 20,

inclusive,

Defendants.

Case No. RIC2002563

Assigned for all purposes to:

Hon. Craig G. Riemer

Dept. D-1

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

Date: June 6, 2023

Time: 8:30 a.m.

Dept.: D-1

1 The Court has received and considered the unopposed Motion and Supplemental
2 Briefing thereon filed by Plaintiff Frank Quiroga (“Plaintiff”), as an individual, and on behalf of
3 the people of the State of California and as an “aggrieved employee” acting as a private attorney
4 general under the Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.*
5 (“PAGA”), seeking approval of the Settlement reached with Defendants FF Properties II LP, FF
6 Properties LP, and Fairfield Residential Company LLC (collectively “Defendants”) in the
7 above-captioned action.

8 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

9 1. This Judgment incorporates by reference the definitions in the PAGA Settlement
10 Agreement (“Settlement”), and all terms defined therein shall have the same meaning as set
11 forth in the Settlement Agreement.

12 2. The Court hereby finds that the Settlement is fair, adequate, and reasonable and,
13 therefore, approves the PAGA Settlement and hereby enters FINAL JUDGMENT based on the
14 terms set forth in the Settlement in favor of Plaintiff and the PAGA Settlement Members in the
15 amount of \$250,000.00. Of this, \$83,333.33 is awarded as attorney fees paid to Plaintiff’s
16 Counsel, \$9,766.93 is awarded as costs paid to Plaintiff’s Counsel, and \$3,500.00 is awarded as
17 administrative costs paid to the Settlement Administrator. Of the remaining \$153,399.74, 75%
18 shall be distributed to the California Labor and Workforce Development Agency (“LWDA”)
19 and 25% shall be distributed to the PAGA Settlement Members as set forth in the Settlement.

20 3. The Court hereby approves, as to form and content, the notice to be distributed to
21 the PAGA Settlement Members, attached hereto as **Exhibit 1**.

22 4. As of the date of entry of this Order, Plaintiff, the State of California, the LWDA
23 and any other representative, proxy, or agent thereof, shall have waived, released and discharged
24 any PAGA claims against the Released Parties (Defendants FF Properties II LP, FF Properties LP,
25 and Fairfield Residential Company LLC, and its/their respective past, present, or future officers,
26 directors, and employees). Specifically, the Released Claims ^{are} ~~includes~~ any and all PAGA claims,
27 from July 9, 2019, through December 31, 2022 (“the PAGA Period”), seeking civil penalties and
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1 any other remedies available under California Labor Code Sections 2698, et seq., including
2 attorneys' fees and costs, that were described in the notices of alleged PAGA violations sent by
3 Plaintiff to the LWDA, and alleged in the Second Amended Complaint, including PAGA claims
4 for violations of Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1,
5 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all
6 applicable IWC Wage Orders as to the above claims. (Collectively the "Released Claims"). The
7 release of the Released Claims shall be effective as to the PAGA Period. This Judgment is a
8 judicial determination that is binding on PAGA Settlement Members. Accordingly, PAGA
9 Settlement Members are barred by this Judgment from bringing claims released by this
10 Settlement.

11 5. Neither the Settlement, nor any terms set forth in the Settlement Agreement, are an
12 admission of liability or any wrongdoing by the Released Parties, nor is this Order a finding of the
13 validity of any claims in the lawsuit or of any wrongdoing by the Released Parties.

14 6. The Settlement Agreement is a settlement document and shall not be introduced
15 as evidence in any proceeding by Plaintiff or the LWDA, except an action or proceeding to
16 approve, interpret, or enforce the Settlement Agreement. This provision and the restrictions
17 contained herein shall be limited to what Plaintiff and the LWDA may introduce in evidence to
18 the Court. This provision shall not prevent parties in other actions pending in other courts from
19 introducing evidence of this settlement.

20 7. Plaintiff shall submit a copy of this Order to the LWDA within ten calendar days
21 after entry of the Order. Plaintiff shall provide proof to the Court that he has done so at the final
22 accounting hearing, set for April 26, 2024, at 8:30 A.M. [~~or a later date that is convenient with~~
23 ~~the Court, on _____ at _____ A.M./P.M.]~~

24 8. This Judgment is intended to be a final disposition in its entirety of the above
25 captioned action. Plaintiff and the PAGA Settlement Members shall take nothing from
26 Defendants except as set forth in the Settlement Agreement and in this Order. Without affecting
27 the finality of this judgment in any way, the Court retains jurisdiction of all matters relating to
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1 the interpretation, administration, implementation, effectuation, and enforcement of the
2 Settlement pursuant to C.C.P. § 664.6.

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5 IT IS SO ORDERED.

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7 Dated: 06/13/2023 , 2023

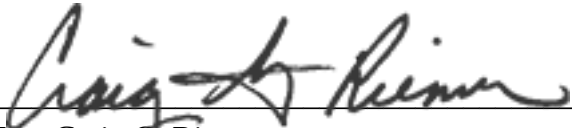

8 Hon. Craig G. Riemer
9 Judge of the Superior Court, County of Riverside
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EXHIBIT 1

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: *Quiroga v. FF Properties II LP, et al.*
Notice of PAGA Settlement, Settlement Payment, and Release of Claims

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Quiroga v. FF Properties II LP, et al.*, Riverside County Superior Court Case No. RIC2002563.

I. NOTICE OF PAGA SETTLEMENT AND PAYMENT

The Riverside County Superior Court (the “Court”) has approved a settlement in the above-referenced action filed by Plaintiff, on behalf of himself and all other hourly-paid, non-exempt Property Management Onsite employees in California. That case was filed against Defendants FF Properties II LP, Fairfield Residential Company LLC, and FF Properties LP (collectively “Defendants” or “FF Properties”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The claim was brought on behalf of the State of California and all other Aggrieved Employees of FF Properties, which is defined as all individuals employed by Defendants in a non-exempt Property Management Onsite position in California at any time between July 9, 2019 and December 31, 2022. You have been identified as one of the Aggrieved Employees on whose behalf the case was brought.

The Plaintiff in the case alleged that Defendants violated certain California Labor Code provisions. Plaintiff was solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA. FF Properties denies that it did anything wrong or that it owes any penalties whatsoever. FF Properties maintains that it has been, at all relevant times, compliant with the California Labor Code. The Court has not made a determination of who is right and this Notice is not an expression of any opinion by the Court as to the merits of Plaintiff’s claims. After arm’s-length and good-faith settlement negotiations presided over by an experienced mediator, the parties reached a settlement that resolves this action rather than the parties having to proceed with the uncertainty and protracted expense of further litigation. As part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by FF Properties of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the Aggrieved Employees. The enclosed check represents your portion of the penalties allocated to the Aggrieved Employees. Each individual payment was calculated on a proportional basis based on the number of pay periods you worked as a non-exempt Property Management Onsite position in California from July 9, 2019, to December 31, 2022. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State Controller under the Unclaimed Property Law.

II. RELEASE OF CLAIMS

The Court has approved the Parties’ Settlement and entered a Judgment. By operation of the Settlement’s terms, Plaintiff, the State of California, the LWDA and any other representative, proxy, or

agent thereof, shall have waived, released and discharged any PAGA claims against the Released Parties (Defendants FF Properties II LP, FF Properties LP, and Fairfield Residential Company LLC, and its/their respective past, present, or future officers, directors, and employees). Specifically, the Released Claims includes any and all PAGA claims, from July 9, 2019, through December 31, 2022 (“the PAGA Period”), seeking civil penalties and any other remedies available under California Labor Code Sections 2698, et seq., including attorneys’ fees and costs, that were described in the notices of alleged PAGA violations sent by Plaintiff to the LWDA, and alleged in the Second Amended Complaint, including PAGA claims for violations of Labor Code Sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all applicable IWC Wage Orders as to the above claims. (Collectively the “Released Claims”). The release of the Released Claims shall be effective as to the PAGA Period.

The Judgment entered by the Court in this matter is a judicial determination that is binding on you regardless of whether you cash the enclosed check. Accordingly, Aggrieved Employees are barred by this Judgment from bringing claims released by this Settlement.

* * *

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), Plaintiff’s counsel or Defendants’ counsel:

Samuel Wong Kashif Haque Jessica Campbell Alexander G.L. Davies AEGIS LAW FIRM, PC Telephone: (949) 379-6250 Email: adavies@aegislawfirm.com Counsel for Plaintiff	Theresa A. Kading KADING BRIGGS LLP 100 Spectrum Center Dr., Suite 800 Irvine, CA 92618 Telephone: (949) 450-8040 Email: tkading@kadingbriggs.com Counsel for Defendants
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Very Truly Yours,

[administrator]