

FILED

Superior Court of California
County of Los Angeles

06/27/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
SPRING STREET COURTHOUSE**

**ERNEST WINTERS, individually and on)
behalf of all others similarly situated,)**

Plaintiffs,)

v.)

**DOUGLAS EMMETT, INC.; DOUGLAS)
EMMETT MANAGEMENT, INC.;)
DOUGLAS EMMETT MANAGEMENT,)
LLC; and DOES 1 through 10,)**

Defendants.)

Case No. 21STCV10680

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

**Dept.: 1
Judge: Hon. Stuart M. Rice**

Complaint Filed: March 18, 2021

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5. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

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1 6. Within thirty (30) calendar days of this Order, Defendants shall provide the
2 Settlement Administrator with the Aggrieved Employee List, pursuant to the terms of the
3 Settlement.

4 7. The Settlement Administrator is directed to mail the individual PAGA payments
5 and the explanatory letter to the Aggrieved Employees within twenty-one (21) calendar days of
6 receipt of the Maximum Settlement Amount and the Aggrieved Employee List, pursuant to the
7 terms of the Settlement.

8 8. The Court finds that Attorneys' Fees in the amount of one-third of the Maximum
9 Settlement Amount for Plaintiff's Counsel, as well as reimbursement of Litigation Costs of
10 \$5,420.97 to Plaintiff's Counsel, is fair, reasonable, and adequate, and orders the Settlement
11 Administrator to distribute these payments to Plaintiff's Counsel as provided in the Settlement
12 Agreement.

13 9. The Court orders that the Settlement Administrator shall be paid, pursuant to the
14 terms of the Settlement, up to \$4,750.00 for all of its work done, as well as all work to be done
15 until the completion of this matter, and finds that sum appropriate.

16 10. The Court finds that the requested Service Enhancement Award of \$5,000.00 to
17 Ernest Winters is fair, adequate, and reasonable in recognition of the unique contributions he has
18 made, and the risks he undertook, on behalf of the Aggrieved Employees and the State of
19 California, and orders that the Settlement Administrator distribute this payment to Ernest
20 Winters as provided for in the Settlement Agreement.

21 11. The Court approves the scope of the release as set forth in the Settlement.
22 Following entry of this Judgment and Order, and the Settlement being fully funded, Plaintiff, all
23 Aggrieved Employees, and the State of California shall fully release and forever discharge any
24 and all claims against the Released Parties arising during the Settlement Period for civil penalties
25 under PAGA that were asserted, or that could reasonably have been asserted based on the facts
26 alleged in, the PAGA Action, the PAGA Notice, and/or the Amended PAGA Notice ("Released
27 Claims"), including, but not limited to, PAGA penalties for violations of California Labor Code
28 sections 201, 201.3, 201.5, 202, 203, 204, 204b, 204.1, 204.2, 205, 205.5, 206, 210, 212, 213,

221, 226, 226.3, 226.7, 227.3, 256, 510, 512, 558, 558.1, 1174, 1193.1, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, and 2802; as well as title 8, section 11050 of the California Code of Regulations. Upon entry of this Judgment and Order, and the Settlement being fully funded, Plaintiff, all Aggrieved Employees, and the State of California will be forever barred from pursuing against Defendants and the Released Parties any and all claims for PAGA civil penalties under the Labor Code, the Industrial Welfare Commission's wage orders, and/or other provisions of law that were alleged or that could have been alleged in the PAGA Action with respect to the Aggrieved Employees based on the facts alleged in the PAGA Action. The terms of the Settlement Agreement, and this Judgment and Order, shall be binding on Plaintiff, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute Released Claims as set forth in the Agreement.

12. Upon entry of this Order, the Court hereby enters Judgment, with prejudice, for the reasons described above and in accordance with the terms of the Settlement Agreement. Except as otherwise provided in the Settlement Agreement, all Parties shall bear their own attorneys' fees, costs, and expenses incurred by them in, or arising out of, the lawsuit, and shall not seek reimbursement thereof from the Released Parties. Upon entry of this Judgment and Order, the Court permanently enjoins and forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any of the Released Claims against the Released Parties that were resolved as part of the Settlement, except as may be required to enforce the terms of the Settlement. Without affecting the finality of this Judgment and Order in any way, the Court retains jurisdiction under section 664.6 of the California Code of Civil Procedure for purposes of addressing (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement-administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in the Settlement.

13. Neither this Order nor the Settlement Agreement (or any other document referred to herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an admission of liability or fault by Defendants or the Released Parties, or a finding as to the validity of any claims in the PAGA Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged, against Defendants or the Released Parties. The Settlement Agreement is not a concession by the Parties, and, to the extent permitted by law, neither the Settlement Agreement, on the one hand, nor this Judgment and Order, on the other hand—nor any of their respective terms or provisions, nor any of the negotiations or proceedings connected with them—shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability of, or admission by, the Released Parties. Notwithstanding the foregoing, nothing in this Judgment and Order shall be interpreted as prohibiting the use of this Judgment and Order in a proceeding to consummate or enforce the Settlement Agreement, or the use of this Order and Judgment to defend against the assertion of claims in any other proceeding, or as otherwise required by law. This Judgment and Order, on the one hand, and the Settlement Agreement, on the other hand, may be filed in any action by Defendants or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

IT IS SO ORDERED, ADJUDGED, AND DECREED.



Dated: June 27, 2024

Stuart M. Rice / Judge

JUDGE OF THE SUPERIOR COURT