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Attorneys for Plaintiff ANGELICA ENRIQUEZ,
 individually and on behalf of other persons
 similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF ALAMEDA

ANGELICA ENRIQUEZ, an individual, on
 behalf of herself and on behalf of other persons
 similarly situated,

Plaintiff,

vs.

SALWAN PROPERTY MANAGEMENT &
 INVESTMENTS, a California business of form
 unknown; and DOES 1 through 50, inclusive,

Defendants.

FILED
 Superior Court of California
 County of Alameda
 03/14/2024
 Chad Flake, Executive Officer / Clerk of the Court
 By: A. Tumorong Deputy

CASE NO. RG20082869

[Assigned for all purposes to Hon. Tara
 Desautels, Dept. 23]

CLASS ACTION

**[PROPOSED] AMENDED FINAL
 ORDER AND JUDGMENT**

Action Filed: December 15, 2020
 Trial Date: None Set

1 On May 1, 2023, the Court issued an order granting Plaintiff Angelica Enriquez's
2 ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. On August 3, 2023,
3 the Court issued an order granting Plaintiff's Motion for Final Approval of Class Action
4 Settlement. On October 12, 2023, Plaintiff filed a Disbursement Declaration from the Settlement
5 Administrator. On March 12, 2024, Plaintiff filed an additional Disbursement Declaration from
6 the Settlement Administrator. Due and adequate notice having been given to the Class Members,
7 as defined below, and the Court having considered Plaintiff's Motion for Final Approval of Class
8 Action Settlement and all papers filed in support thereof, including the Amended Stipulation of
9 Class and Representative Action Settlement ("Stipulation"), and the Exhibits thereto, and any
10 objections to the proposed Settlement, and having reviewed the record in the Action, and good
11 cause appearing,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

13 1. The Court, for purposes of this Final Order and Judgment ("Judgment"), adopts all
14 defined terms as set forth in the Stipulation, attached as Exhibit A to the Declaration of Launa
15 Adolph.

16 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
17 Participating Class Members, and defendants Salwan Property Management & Investments and R
18 S Properties ("Defendants").

19 3. The Court finds that the Stipulation was made and entered into in good faith and
20 hereby approves the Settlement as fair, adequate, and reasonable to all Class Members.

21 4. Solely for purposes of effectuating the Stipulation, this Court certifies a class
22 defined as follows: all persons employed by Defendants as non-exempt employees in California
23 at any time from December 15, 2016 through March 28, 2023 (the "Class Period").

24 5. The notice provided to the Class Members conforms with the requirements of
25 California Code of Civil Procedure section 382, California Civil Code section 1781, California
26 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
27 applicable law, and constitutes the best notice practicable under the circumstances, by providing
28 individual notice to all Class Members who could be identified through reasonable effort, and by

1 providing due and adequate notice of the proceedings and of the matters set forth therein. The
2 notice fully satisfies the requirements of due process.

3 6. Upon full payment of the Maximum Settlement Amount by Defendants to the
4 Settlement Administrator, all Participating Class Members shall be deemed to have released and
5 discharged the Released Parties from any and all claims, demands, rights, liabilities, statutory
6 penalties, and/or causes of action that were pleaded or could have been pleaded based upon the
7 factual allegations set forth in the operative complaint filed in this Action and arising at any time
8 during the Class Period, including claims for (1) failure to provide meal periods; (2) failure to
9 authorize and permit rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum
10 wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to
11 maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to
12 indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair
13 and unlawful business practices as set forth in Paragraph 49 of the Stipulation (collectively, the
14 “Released Claims”). Additionally, with respect to the Released claims only, Plaintiff expressly
15 waives any and all rights granted under Section 1542 or the Civil Code of California, or any
16 similar state or federal law, principle or regulation. Furthermore, upon full payment of the
17 Maximum Settlement Amount by Defendants to the Settlement Administrator, all Aggrieved
18 Employees shall be deemed to have released, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
20 Released Parties from any and all claims and/or causes of action under PAGA that were alleged
21 or could have been alleged and arising at any time during the PAGA Period, based upon the
22 factual allegations set forth in the operative complaint and/or the PAGA notice.

23 7. The Court finds that no Class Members have objected to the Settlement.

24 8. The Court finds that the following Class Members submitted valid and timely
25 requests for exclusion from the class Settlement and are hereby excluded from the class
26 Settlement: Ana Enriquez, Claudia Elizabeth Enriquez De Morales, and Erika Hernandez.

27 9. The Court finds that the Maximum Settlement Amount, the Net Settlement
28 Amount, and the methodology used to calculate and pay each Participating Class Member’s

1 Individual Settlement Payment are fair and reasonable.

2 10. The Court authorizes the Settlement Administrator to pay the Individual
3 Settlement Payments to the Class Members in accordance with the terms of the Amended
4 Stipulation.

5 11. The Court finds that Class Counsel's request for attorneys' fees in the amount of
6 \$50,000.00, which is one-third (1/3) of the Maximum Settlement Amount, is reasonable under the
7 common fund method. The Court finds that the requested fees also are reasonable under the
8 lodestar method. The number of hours Class Counsel spent prosecuting this Action is reasonable,
9 and Class Counsel's hourly rates are reasonable and in line with rates prevailing in the
10 community. The Court awards Class Counsel \$50,000.00 in attorneys' fees to be paid from the
11 Maximum Settlement Amount, and the \$15,000.00 of Class Counsel's attorneys' fees which was
12 held in an interest-bearing account maintained by the Settlement Administrator shall be
13 distributed to Class Counsel upon entry of this Order.

14 12. The Court finds that Class Counsel has incurred costs and expenses in the amount
15 of \$7,769.98, and will incur an additional \$750.00 for the increase in settlement administration
16 costs incurred after the Court approved the notice to Class Members, which is to be paid to the
17 Settlement Administrator. Such costs and expenses were reasonably incurred in prosecuting the
18 Action on behalf of the class. The Court therefore awards Class Counsel \$8,519.98 in costs and
19 expenses to be paid from the Maximum Settlement Amount.

20 13. The Court hereby approves the Class Representative Service Award in the amount
21 of \$8,500.00 to Plaintiff for her time and effort in bringing and presenting the Action, to be paid
22 from the Maximum Settlement Amount.

23 14. Five Thousand Dollars (\$5,000.00) shall be allocated to penalties under the Labor
24 Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of
25 which \$3,750.00 shall be paid by the Settlement Administrator from the Maximum Settlement
26 Amount directly to the California Labor and Workforce Development Agency. The remaining
27 \$1,250.00 shall be part of the Net Settlement Amount and shall be distributed to Class Members
28 as part of their Individual Settlement Payments.

1 15. The Court hereby approves Settlement Administration Costs in the amount of
2 \$5,000.00 to be paid to the Settlement Administrator from the Maximum Settlement Amount.

3 16. The Settlement Administrator shall pay the sum of the unpaid residue or
4 unclaimed or abandoned class member funds, plus any interest that has accrued thereon, which
5 amounts to \$10,536.63, to Legal Aid at Work.

6 17. The Stipulation is not an admission by Defendants, nor is this Judgment a finding
7 of validity of any claims asserted in this Action or of any wrongdoing by Defendants.

8 18. Nothing in the Stipulation or this Judgment purports to extinguish or waive
9 Defendants' rights to oppose or contest the merits of the claims asserted in this Action, or class
10 treatment of these claims in this Action, or the adequacy of Plaintiff as Class Representative, if
11 the Stipulation fails to become final or effective.

12 19. All Participating Class Members must be bound by the Stipulation and this
13 Judgment, including the release as set forth in the Stipulation.

14 20. Pursuant to California Rules of Court Rule 3.771(b), notice of this Judgment shall
15 be provided to the Class Members by the Settlement Administrator by posting it on the Settlement
16 Administrator's website.

17 21. This Judgment is intended to be a final disposition of the Action in its entirety and
18 is intended to be immediately appealable.

19 22. Pursuant to Code of Civil Procedure section 664.6 and California Rules of Court,
20 Rule 3.769(h), the Court shall retain jurisdiction with respect to all matters related to the
21 administration and consummation of the Settlement, including requiring the filing of a final
22 compliance status report regarding distributions to Participating Class Members, and any and all
23 claims asserted in, arising out of, or related to the subject matter of this action, including but not
24 limited to all matters related to the Settlement and the determination of all controversies relating
25 thereto

26 23. Final judgment is hereby entered in accordance with the terms of the Stipulation,
27 the Order Granting Preliminary Approval of Class Action issued on May 1, 2023, and this Order.

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DATED: 03/14/2024, ~~2024~~



HON. TARA DESAUTELS
JUDGE OF THE SUPERIOR COURT
Tara Desautels / Judge

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of 18
3 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
4 Manhattan Beach, California 90266.

5 On March 12, 2024, I served the following document or documents:

6 **[PROPOSED] AMENDED FINAL ORDER AND JUDGMENT**

7 ☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at
8 the e-mail addresses listed below. I did not receive, within a reasonable time after the
9 transmission, any electronic message or other indication that the transmission was
10 unsuccessful.

Bruce Prescott, Esq. Daphne C. Lin, Esq. Kim Pynchon TRUMP, ALIOTO, TRUMP & PRESCOTT, LLP 39300 Civic Center Drive, Suite 260 Fremont, CA 94538 Tel.: (510) 790-0900 Fax: (510) 790-486 Email: bruceprescott@tatp.com daphnelin@tatp.com kimpynchon@tatp.com	Attorneys for Defendant SALWAN PROPERTY MANAGEMENT & INVESTMENTS and R.S. PROPERTIES
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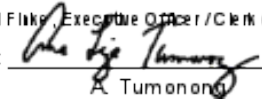
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16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed on March 12, 2024, at Manhattan Beach, California.

19
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21 Yeshenia Zambrano
Type or Print Name

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Signature

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 03/14/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
PLAINTIFF/PETITIONER: Angelica Enriquez		
DEFENDANT/RESPONDENT: Salwan Property Management & Investments et al		
CERTIFICATE OF MAILING		CASE NUMBER: RG20082869

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

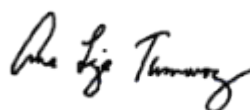
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Manhattan Beach, CA 90266-

Dated: 03/14/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk

CERTIFICATE OF MAILING