

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, on behalf of themselves and
all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LUIS CRUZ, individually, and on behalf of all
others similarly situated; JAMES
CARAMAZZA, individually, and on behalf of
all others similarly situated; MICHAEL LEON,
individually, and on behalf of all others similarly
situated

Plaintiffs,

v.

GREYSTAR MANAGEMENT SERVICES,
LP, a Delaware limited partnership;
GREYSTAR REAL ESTATE PARTNERS,
LLC, a Delaware limited liability company;
SUNRISE RIVERSIDE, LLC, a Delaware
limited liability company, BRADLEY
JOHNSON, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 37-2020-00009672-CU-OE-CTL

[Assigned to the Hon. Carolyn Caietti in Dept.
C-70]

[PROPOSED] JUDGMENT

1 **JUDGMENT**

2 Pursuant to the Order Granting Approval of the Representative Action Settlement, it is
3 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

4 1. Judgment in this matter is entered in accordance with the Court's Order Granting
5 Motion for Approval of Representative Action Settlement ("Order Granting Final Approval") and
6 the Parties' Joint Stipulation and Settlement Agreement ("Settlement Agreement"). Unless
7 otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined
8 in the Settlement Agreement.

9 2. The "Aggrieved Employees" who are covered by the Settlement Agreement are all
10 current and former non-exempt, hourly-paid employees employed by Greystar Management in the
11 State of California during the period between February 21, 2019 through December 31, 2021 (the
12 "Settlement Period").

13 3. Pursuant to the Order Granting Final Approval and Settlement Agreement,
14 Defendant must fund the settlement account with \$1,900,000.00. All funds shall be disbursed to
15 Plaintiffs' Counsel, Plaintiffs, the Labor Workforce and Development Agency ("LWDA"), the
16 Settlement Administrator, and Aggrieved Employees pursuant to the Order Granting Final Approval
17 and Settlement Agreement. The funds associated with uncashed expired checks shall be remitted to
18 the State Controller's Office, Unclaimed Property Division in the name of each Aggrieved
19 Employee.

20 4. The PAGA Released Claims are any and all claims that are asserted in, arise from,
21 or are reasonably related to the factual allegations and legal assertions made in the Action under
22 PAGA (Labor Code section 2698, *et seq.*) including all claims and causes of action that could have
23 been asserted in the Action based on the factual allegations and legal assertions alleged up through
24 and specifically including the entire Settlement Period, whether or not specifically delineated as a
25 claim or cause of action in the Action. ("PAGA Released Claims"). The PAGA Released Claims
26 include but are not limited to those (a) alleged in any of Plaintiffs' notices provided to the LWDA,
27 the operative complaint in the Action, and any amended complaint in the Action, including claims
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1 that arise out the claims and facts alleged in the Action under PAGA, (b) any claims under PAGA
2 which could have reasonably been asserted in the Action arising from the alleged facts and/or
3 primary rights alleged to have been invaded, and (c) any other claims to the extent that they that are
4 premised upon or arise out of PAGA Released Claims for failure to pay all wages due, failure to
5 provide minimum wages or pay for all hours worked, failure to pay overtime compensation, failure
6 to provide meal and/or rest periods, failure to pay proper meal or rest period penalties, failure to pay
7 reporting time wages, failure to keep accurate time records, failure to provide and maintain accurate
8 itemized wage statements, failure to keep accurate employee payroll records, failure to timely pay
9 wages due during or at separation of employment, failure to reimburse all business-related expenses,
10 failure to provide paid sick leave at the proper rate, failure to provide lawful, written commission
11 agreements, and claims reasonably relating to the alleged violations of California Labor Code
12 sections 200-205, 205.5, 210, 225.5, 226, 226.3, 226.7, 246, 510, 512, 1174, 1174.5, 1182.12, 1194,
13 1197, 1197.1, 1197.5, 1198, 2751, and 2802, and applicable portions of California Industrial
14 Welfare Commission (“IWC”) Wage Orders, including but not limited to applicable portions of
15 IWC Wage Order No. 5 (Cal. Code Regs., tit. 8, § 11050), against the Released Parties; (d) to the
16 extent that they are premised upon or arise out of the PAGA Released Claims, Labor Code sections
17 216, 218.6 and 558. The release extends to all remedies under the PAGA for any of the PAGA
18 Released Claims.

19 5. Upon the Effective Date identified in the Settlement Agreement, and only to the
20 extent permissible by law, the LWDA and each Aggrieved Employee shall fully and finally release
21 and forever discharge Defendants and the Released Parties of the Released Claims arising during
22 the Settlement Period.

23 6. Released Parties means Defendants and each of their respective past, present and
24 future agents, employees, servants, officers, directors, partners, trustees, representatives,
25 shareholders, stockholders, attorneys, parents, subsidiaries, fictitious business names, equity
26 sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors,
27 successors, insurers, consultants, joint venturers, any actual or alleged joint employers, any owner
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1 or operators of a housing property where an Aggrieved Employee worked for Defendants, affiliates,
2 alter-egos, representatives, and affiliated organizations, and all of its respective past, present and
3 future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
4 subsidiaries, successors, and assigns.

5 7. This document shall constitute a Judgment for purposes of California Rules of Court,
6 Rule 3.769(h).

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

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10 Dated: _____, 2022

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Judge of the Superior Court

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