

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

WEBBER & EGBERT EMPLOYMENT LAW, P.C.
Kelsey A. Webber (State Bar No. 303721)
Kelsey.Webber@WebberLawGroup.com
Shaelyn A. Stewart (State Bar No. 335149)
Shaelyn.Stewart@WebberLawGroup.com
1610 R Street, Suite 300
Sacramento, California 95811
Telephone: (916) 588-0683

Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ANTONIO JESUS JARAMILLO DE LA CRUZ,
as an individual and on behalf of all others
similarly situated, and as a private attorney
general,

Plaintiff,

vs.

WEIDNER PROPERTY MANAGEMENT, LLC,
a Washington limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 34-2021-00308697

[Assigned for all purposes to Department 22,
Hon. Lauri A. Damrell]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: February 16, 2024
Time: 9:00 a.m.
Department: 22

Complaint Filed: September 22, 2021
FAC Filed: February 28, 2022

1 On January 24, 2024, Plaintiff, Antonio Jesus Jaramillo De La Cruz, filed a motion for an Order
2 Granting Final Approval of Class Action Settlement, and on February 16, 2024, a hearing was held on
3 this matter.

4 The Court has considered the papers and evidence, including the Joint Stipulation of Class
5 Action and PAGA Settlement, as modified by the Amendment to Joint Stipulation of Class Action and
6 PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters presented to the
7 Court regarding final approval of the settlement, approval of requested allocations from the settlement
8 fund, and entry of final judgment.

9 **I. Recital**

10 On September 22, 2021, Plaintiff initiated this class and Labor Code Private Attorneys General
11 Act of 2004 (“PAGA”) action against Defendant, Weidner Property Management, LLC (“Action”). On
12 behalf of Sick Pay Class Members, Non-Exempt Class Members, and Exempt Class Members
13 (collectively, “Class Members”), and as a proxy for the State, the Action pursues class action and PAGA
14 claims for alleged Labor Code violations for (1) unpaid overtime; (2) unpaid sick pay wages; (3) failure
15 to provide meal and rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized
16 wage statements; and (6) failure to reimburse business expenses. Defendant denies the allegations.

17 **A. Class Members**

18 The Class is defined to include all Sick Pay Class Members, Non-Exempt Class Members, and
19 Exempt Class Members. “Sick Pay Class Members” include all current or former non-exempt
20 employees of Defendant in the State of California who were paid sick pay wages in any workweek from
21 September 22, 2017, through April 1, 2023, in which they also earned non-hourly remuneration,
22 including but not limited to non-discretionary bonuses and rent discount incentives. “Non-Exempt Class
23 Members” include all current or former non-exempt employees of Defendant in the State of California
24 from February 10, 2021, through April 1, 2023. “Exempt Class Members” include all current or former
25
26
27
28

1 exempt employees of Defendant in the State of California from September 22, 2017, through April 1,
2 2023. There are 189 individuals that comprise the Class.¹

3 **B. Operation of the Settlement**

4 Pursuant to the Court's October 20, 2023 Preliminary Approval Order, the Court conditionally
5 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
6 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
7 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
8 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
9 Notice of Class Action Settlement ("Class Notice") was sent to all Class Members via first class mail.
10 The notice process was timely completed.

11 **II. Finding**

12 This Court finds that the Agreement appears to be the product of serious, informed, non-
13 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
14 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
15 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
16 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
17 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
18 the trial court has discretion to certify a class where:

19 [Q]uestions of law or fact common to the members of the class predominate over any questions
20 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

21 FED. R. CIV. PROC. 23.

22 Certification of a settlement class is the appropriate judicial device under these circumstances.

23 **III. Order**

24 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:
25
26

27 ¹ The settlement also defines a group of PAGA Employees, which includes all Class Members who
28 worked in the State of California from July 14, 2020, through April 1, 2023. There are 153 PAGA
Employees.

1 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
2 Agreement.

3 2. The Court has jurisdiction over the subject matter of the litigation, the Class
4 Representative, Settlement Class Members, and Defendants.

5 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
6 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
7 practicable under the circumstances to all Class Members, and fully met the requirements of California
8 law and due process under the State and Federal Constitutions.

9 4. The Court approves the settlement of the above-captioned action, as set forth in the
10 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
11 to perform in accordance with the terms set forth in the Agreement.

12 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
13 and attorneys' fees.

14 6. The Court hereby certifies the following Class of all Sick Pay Class Members, Non-
15 Exempt Class Members, and Exempt Class Members:

- 16 • “Sick Pay Class Members” include all current or former non-exempt employees of
17 Defendant in the State of California who were paid sick pay wages in any workweek
18 from September 22, 2017, through April 1, 2023, in which they also earned non-
19 hourly remuneration, including but not limited to non-discretionary bonuses and rent
20 discount incentives.
- 21 • “Non-Exempt Class Members” include all current or former non-exempt employees
22 of Defendant in the State of California from February 10, 2021, through April 1,
23 2023.
- 24 • “Exempt Class Members” include all current or former exempt employees of
25 Defendant in the State of California from September 22, 2017, through April 1, 2023.

26 7. With respect to the Class and for purposes of approving the settlement only and for no
27 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
28 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to

1 the Class, and there is a well-defined community of interest among members of the Class with respect to
2 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
3 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
4 protected the interests of the members of the Class; (e) a class action is superior to other available
5 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
7 representative capacities and for the Class.

8 8. Defendants shall deposit the Gross Settlement Amount of \$201,346.46 with the
9 Administrator, pursuant to the terms of the Agreement.

10 9. From the Gross Settlement Amount, the Administrator shall pay:

- 11 • to Class Counsel attorneys' fees in the amount of \$67,115.49 and reimbursement of
12 costs in the amount of \$5,181.97;
- 13 • to Class Representative Antonio Jesus Jaramillo De La Cruz for his unique services to
14 the Class, and as consideration for the execution of a general release, the amount of
15 \$10,000.00;
- 16 • to the California Labor and Workforce Development Agency the amount of
17 \$10,500.00 for its 75% share of PAGA Penalties; and
- 18 • to Phoenix Settlement Administrators the amount of \$6,500.00 for its fees and costs
19 in administering the settlement.

20 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
21 to make such payments in accordance with the terms of the Agreement.

22 11. The Court approves the Individual Settlement Payment and PAGA payment amounts,
23 which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation
24 of the amounts set forth in Paragraph 9.

25 12. The Court hereby orders the parties to implement the terms of the Agreement, including
26 distributing the funds from any uncashed settlement checks to the State Unclaimed Property Fund in the
27 name of the recipient.

1 13. A compliance hearing is set for [October 10, 2024], at 9:00 a.m. in Department 22 of this
2 Court. At least 10 court days prior to the compliance hearing, Plaintiff shall file a declaration from the
3 Administrator establishing the status of distribution of settlement funds.

4 14. All Class Members, the LWDA, and Plaintiff shall be bound by the applicable releases
5 provided in the Agreement.

6 **IV. Judgment**

7 The Court hereby enters final judgment in this case in accordance with the terms of the
8 Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California
9 Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall
10 retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement
11 Class Members, for purposes of enforcing this Judgment.

12 Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of
13 this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other
14 wrongdoing. None of the settlement, any of its terms, the order approving the settlement, or this
15 judgment are an admission of any liability or finding of any violation of the Labor Code.

16 **IT IS SO ORDERED AND ADJUDGED.**

17 DATED: _____, 2024

THE HONORABLE LAURI A. DAMRELL