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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GEOVANNI ALVARADO, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

RELIANT REAL ESTATE MANAGEMENT,
INC., a California corporation; THE REMM
GROUP, an unknown business entity; and DOES
1 through 100, inclusive,

Defendants.

Case No.: CIVSB2127151

Honorable Joseph B. Widman
Department S36

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND RELEASE, AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL
RELEASE FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: June 12, 2025
Time: 8:30 a.m.
Department: S36

Complaint Filed: September 20, 2021
Trial Date: None Set

1 This matter has come before the Honorable Joseph B. Widman in Department S36 of the Superior
2 Court of the State of California, for the County of San Bernardino, on June 12, 2025 at 8:30 a.m., on
3 Plaintiff Geovanni Alvarado's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Release, Award of Attorneys' Fees and Costs,
5 General Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement").
6 Lawyers *for* Justice, PC appeared for Plaintiff, and Pettit Kohn Ingrassia Lutz & Dolin PC appeared for
7 Defendant Reliant Real Estate Management, Inc. doing business as The REMM Group ("Defendant").

8 On or around December 9, 2024, Plaintiff and Defendant (together, the "Parties") executed the
9 Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement,"
10 or "Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Helene Mayer and Plaintiff Geovanni Alvarado, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to,
25 providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees of Defendant in California
6 employed during the PAGA Release Period. (“Aggrieved Employees”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$400,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
14 Administration Costs to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
15 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
16 five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

18 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
19 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
20 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
21 with, this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$160,000.00 to Plaintiff’s Counsel for attorneys’ fees.
23 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$6,000.00 to Plaintiff’s Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

1 12. The Court approves payment in the amount up to \$10,000.00 to Plaintiff Geovanni
2 Alvarado for his General Release Fee. These amounts shall be paid from the Total Settlement Amount
3 and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment in the amount up to \$5,000.00 to Simpluris, Inc. for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall
6 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
11 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
12 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
13 (“Individual Settlement Share(s”).

14 16. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant
15 will provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with
16 this Order and Judgment and the Settlement Agreement.

17 17. No later than fourteen (14) calendar days of the date of this Order and Judgment, Defendant
18 shall deposit the Total Settlement Amount of \$400,000.00 into a qualified settlement account established
19 by the PAGA Settlement Administrator for administration of the Settlement in accordance with this Order
20 and Judgment and the Settlement Agreement.

21 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and
22 full funding of the Total Settlement Amount, the PAGA Settlement Administrator shall distribute the
23 LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all Aggrieved
24 Employees (together, the “PAGA Settlement Package(s)”), the General Release Fee to Plaintiff, the
25 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and the Settlement Administration Costs to itself, as
26 provided for by this Order and Judgment and the Settlement Agreement.

27 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
28 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with

1 such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
2 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
3 is cancelled.

4 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
5 Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, and except as
6 to the rights and obligations created by the Settlement Agreement, Plaintiff and the State of California
7 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
8 forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from
9 the Released Claims.

10 21. "Released Parties" means Defendant, including Defendant's former and/or current parent
11 corporations, subsidiaries, affiliates, and any other entities that could be considered to have jointly
12 employed the Aggrieved Employees, as well as each of its/their current and/or former officers, directors,
13 managers, owners, executives, partners, executive-level employees, management level employees,
14 shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives
15 both individually and in their business capacities, and their employee benefit plans and programs and the
16 trustees, administrators, fiduciaries, and insures of such plans and programs.

17 22. "Released Claims" means all claims for civil penalties under PAGA as well as any interest,
18 fees, and costs available under PAGA, based on the factual allegations in the operative complaint, arising
19 during the PAGA Period, including but not limited to, for failure to pay minimum, regular, and overtime
20 wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant
21 rest periods and associated premiums, failure to timely pay wages during employment, failure to timely
22 pay wages upon termination, failure to provide compliant and accurate wage statements, failure to
23 maintain complete and accurate payroll records, and failure to reimburse necessary business-related
24 expenses and costs, in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 233,
25 234, 245, 246, 510, 512(a), 513, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and
26 Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 1-2001, 4-2001, 5-2001,
27 7-2001, 9-2001, and 16-2001.

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1 23. “PAGA Release Period” means the period from July 14, 2020 through the date of the
2 Court’s approval.

3 24. No individualized notice of this Order and Judgment is required to be provided to the
4 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
5 system established for the filing of notices and documents, in conformity with California Labor Code
6 section 2699(1)(3).

7
8
9 Date: _____

Honorable Tony Raphael
Judge of the Superior Court

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Alvarado v. Reliant Real Estate Management, Inc. et al*, San Bernardino Superior Court Case No. CIVSB2127151

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Alvarado v. Reliant Real Estate Management, Inc. et al*, San Bernardino Superior Court Case No. CIVSB2127151 ("Action").

The lawsuit was filed on September 20, 2021 by Giovanni Alvarado ("Plaintiff") against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 14, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 245, 246, 510, 512(a), 513, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, 7-2001, 9-2001, and 16-2001 thereby initiating LWDA Case Number LWDA-CM-837983-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Reliant Real Estate Management, Inc. doing business as The REMM Group ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Release Period ("Aggrieved Employees"). The period from July 14, 2020 through the date of the Court's Court approval of the settlement is the "PAGA Period" or "PAGA Release Period."

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant Reliant Real Estate Management, Inc. doing business as The REMM Group, and any of its/their former and/or current parent corporations, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the PAGA Members, as well as each of its/their current and/or former officers, directors, managers, owners, executives, partners, executive-level employees, management level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives both individually and in their business capacities.

"Released Claims" means all claims for civil penalties under California Labor Code Section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the operative complaint, arising during the PAGA Period, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 233, 234, 245, 246, 510, 512(a), 513, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 1-2001, 4-2001, 7-2001, 9-2001, and 16-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will

be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.