

CAROLYN H. COTTRELL, CA Bar No. 166977
ccottrell@schneiderwallace.com
ESTHER L. BYLSMA, CA Bar No. 264208
ebylsma@schneiderwallace.com
SANDRA ACOSTA TELLO, CA Bar No. 315616
sacostatello@schneiderwallace.com
SCHNEIDER WALLACE COTTRELL
KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Attorneys for Plaintiff
PAUL CORLEY

LINDA CLAXTON, CA Bar No. 125729
linda.claxton@ogletree.com
ISABELLA B. URREA, CA Bar No. 327885
isabella.urrea@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
TEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

Attorneys for Defendant
THR PROPERTY MANAGEMENT L.P

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

PAUL CORLEY, on behalf of himself and the
Class members,

Plaintiff,

vs.

INVITATION HOMES REALTY
CALIFORNIA, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB 2213022

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

[Assigned for all purposes to
The Honorable Christian Towns, Dept. S-26]

Date: January 9, 2025

Time: 8:30 a.m.

Dept.: S-26

Action Filed: June 21, 2022

Removal filed in C.D. Cal. Case No. 5:23-cv-
00146 FLA (KKx): January 26, 2023

Remanded: March 26, 2024

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JAN 09 2025
5th

BY 
VALERIE URUENA, DEPUTY

1 The Motion for Final Approval of Class and PAGA Action Settlement (“Motion”) filed by
2 Plaintiff Paul Corley (“Plaintiff”) first came on regularly for hearing before this Court on January 9,
3 2024 at 8:30 a.m. The Court, having considered the Joint Stipulation of Settlement and Addendum
4 (together, “Settlement”) between Plaintiff and Defendant THR Property Management L.P.
5 (“Defendant”), attached as Exhibit A to the Declaration of Carolyn H. Cottrell, filed concurrently
6 with the Motion, as well as the Memorandum of Points and Authorities in support thereof, supporting
7 Declarations, all supporting documents attached therein, and any argument presented at the hearing
8 on the Motion.

9 Based on the documents filed, arguments presented at the hearings, and good cause
10 appearing, the Court **HEREBY ORDERS AND MAKES THE FOLLOWING**
11 **DETERMINATIONS:**

12 1. This Order incorporates by reference the parties’ Settlement and all defined terms
13 herein shall have the same meaning as set forth in the Settlement.

14 2. This Court has continuing jurisdiction over the subject matter of this Action and over
15 all Parties to this Action, including all Participating Class Members, until the Settlement is fully
16 administered. (Cal. R. Ct. 3.769(h).).

17 3. The Court **GRANTS** final approval of the Settlement and finds its terms to be fair,
18 adequate, and within the range of reasonableness of a settlement that ultimately could be finally
19 approved by the Court at a Final Approval Hearing.

20 4. For purposes of the Settlement only, the Court finds that the proposed Settlement
21 Class is ascertainable and that there is a sufficiently well-defined community of interest among the
22 Class Members in questions of law and fact. Therefore, for settlement purposes only, the Court
23 **GRANTS** certification of the Settlement Class, which is all current and former non-exempt
24 employees worked for Defendant THR Property Management L.P. (“Defendant”) in California at
25 any time during the period from June 21, 2018 to March 19, 2024. All Class Members who do not
26 opt out are bound by the terms of the Settlement.

27 5. For purposes of the Settlement, the Court designates Plaintiff Paul Corley as Class
28 Representative and Schneider Wallace Cottrell Konecky LLP (“SWCK”) and Lawyers for Justice,

1 PC ("LFJ") as Class Counsel.

2 6. The Court finds that distribution of the Notice of Settlement directed to the Class
3 Members as set forth in the Settlement has been completed in conformity with the Preliminary
4 Approval Order, including individual notice to all Class Members who could be identified through
5 reasonable effort, and the best notice practicable under the circumstances. The Notice of Settlement
6 provided due and adequate notice of the proceedings and of the matters set forth therein, including
7 the proposed Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully
8 satisfied the requirements of due process.

9 7. The Court finds that zero Class Members objected to the Settlement and zero Class
10 Members have requested exclusion from the Settlement.

11 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
12 Settlement according to its terms.

13 9. Upon final approval of the Settlement and payment of the amounts set forth therein,
14 each and every Released Claim of each and every respective Participating Class Member is and shall
15 be deemed to be conclusively released as against the Released Defendant Parties, and each and every
16 Released Defendant Claim of the Released Defendant Parties is and shall be deemed to be
17 conclusively released as against the Released Plaintiff Parties.

18 10. The Court finds and orders that the Settlement is and constitutes a fair, reasonable and
19 adequate compromise of the Released Claims against Defendant and the Released Defendant Parties.

20 11. The Court hereby finds the individual settlement payments provided for under the
21 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances.
22 The Court, therefore, orders the calculations and the payments to be made and administered in
23 accordance with the terms of the Settlement and the Notice of Settlement.

24 12. The Court hereby approves and orders the Service Award of \$15,000.00 to Plaintiff
25 Paul Corley from the Gross Settlement Amount for his efforts on behalf of the Class Members.

26 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
27 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
28 of \$218,750.00 and attorneys' costs in the amount of \$25,000.00 from the Gross Settlement Amount

as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth in this paragraph shall be administered pursuant to the terms of the Settlement, and transferred and/or made payable to Schneider Wallace Cottrell Konecky LLP, and Lawyers for Justice, PC as Class Counsel in the Action.

14. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual claims administration expenses incurred by the Administrator, Phoenix Class Action Administration Solutions ("Phoenix"), in the amount of \$8,850.00.

15. The Court also hereby orders that the deadline for making the Court-approved individual settlement awards, attorneys' fees and costs payment, and the service award is as set forth in the implementation schedule set forth below.

16. The Court hereby enters judgment in the entire Action as of the filing date of this Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order of Final Approval and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

17. The Court approves the following implementation schedule:

EVENT	DEADLINE
Effective Date	Date on which all of the following events have occurred: (1) the Settlement has been fully executed; (2) the Court has preliminarily approved the Settlement; and (3) the Court has held a Final Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. (Settlement, ¶ 1.13).
Deadline for Defendant to deposit Gross Settlement Fund with Settlement Administrator	Ten (10) calendar days after the Effective Date
Administrator shall provide payments to Class Counsel, the LWDA, PAGA Members, Settlement Class Members, Plaintiff and itself	Within seven (7) calendar days of the Gross Settlement Fund.

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Check-cashing deadline	One hundred and eighty (180) days after checks' issuance
Deadline for Settlement Administrator to transmit remaining funds from checks returned as undeliverable or that are not negotiated to the State of California Office of the Controller Unclaimed Property Fund in the name of each Settlement Class Members who did not cash his/her Settlement check or, should the Court reject such a plan, to a mutually agreed upon cy pres beneficiary.	One hundred and eighty (180) days after checks' issuance

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 1. 9. 2024 2025 C. Towns

HON. CHRISTIAN TOWNS
JUDGE OF THE SUPERIOR COURT