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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHRISTINA WILLIAMS, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 22STCV14614

*[Assigned for all purposes to the Hon. Carolyn
B. Kuhl, SSC-12]*

[PROPOSED] FINAL JUDGMENT

Date: May 8, 2024
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: May 2, 2022
Trial Date: None set

1 This matter came on regularly for hearing before this Court on May 8, 2024, pursuant to
2 California Rule of Court 3.769 and this Court’s December 12, 2023 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Class Action and PAGA Settlement Agreement and Class Notice (herein “Settlement”)¹
5 and the documents and evidence presented in support thereof, and the submissions of counsel,
6 the Court hereby ORDERS and enters this JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of AvalonBay who
11 worked in California at any time during the Class Period. Class Period
means the period between May 2, 2018 and July 22, 2023.

12 2. Plaintiff Christina Williams is hereby confirmed as Class Representative, and
13 Scott M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
14 Group, APC are hereby confirmed as Class Counsel.

15 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
16 form and manner of notice were approved by the Court on December 12, 2023, and the notice
17 process has been completed in conformity with the Court’s Order. The Court finds that said
18 notice was the best notice practicable under the circumstances. The Class Notice (which consists
19 of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court
20 Approval) provided due and adequate notice of the proceedings and matters set forth therein,
21 informed Settlement Class members of their rights, and fully satisfied the requirements of
22 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, zero
24 (0) class members have opted out of the Settlement, and that the 100% participation rate in the
25 Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

4 6. For purposes of settlement only, the Court finds that (a) the members of the
5 Settlement Class are ascertainable and so numerous that joinder of all members individually is
6 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
7 is a well-defined community of interest among members of the Settlement Class with respect to
8 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
9 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
10 adequately protected the interests of the Settlement Class members; (e) a class action is superior
11 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
12 are qualified to serve as counsel for the Class Representative and the Settlement Class.

13 7. The Court orders that Defendant deposit the Gross Settlement Amount of
14 \$1,085,000.00 with Phoenix, Inc., the Settlement Administrator, as provided for in the
15 Settlement. Specifically, AvalonBay shall fully fund the Gross Settlement Amount, including
16 all amounts necessary to fully pay AvalonBay's share of payroll taxes, by transmitting such
17 funds to the Administrator within 30 days after the Effective Date. "Effective Date" means the
18 earliest court date by which both of the following have occurred: (a) the Court enters a Judgment
19 based on its Final Approval of the Settlement; and (b) the Judgment becomes "Final." "Final,"
20 as used in the definition of Effective Date shall mean the latest of: (i) if there is an appeal of the
21 Court's judgment, the date the judgment is affirmed on appeal, the date of dismissal of such
22 appeal, or the expiration of the time to file a petition for certiorari in the United States Supreme
23 Court petition or a petition for review in the California Supreme Court, as applicable; or (ii) if
24 such a petition is filed, the date of denial of the petition, or the date the judgment is affirmed
25 pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
26 noticing any appeal from the judgment.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 9. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
5 Christina Williams is appropriate for her risks undertaken and service to the Settlement Class.
6 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 10. The Court finds that attorneys' fees in the amount of \$361,666.66 and litigation
9 costs of \$8,174.16 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement. The fee award is appropriate in light of the benefit provided to the class.

12 11. The Court orders that the Settlement Administrator shall be paid \$21,000.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 12. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$81,375.00 for its 75% share of the
17 \$108,500.00 settlement of Plaintiff's representative action under the California Labor Code
18 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement. The remaining 25% or \$27,125.00 of the PAGA Amount is to be distributed
21 to the 1,480 Aggrieved Employees in conformity with the terms of the Settlement. The highest
22 Individual PAGA Payment to an Aggrieved Employee is \$40.08, the lowest is \$0.56, and the
23 average Individual PAGA Payment to be paid is \$18.33.

24 13. After the above deductions, attorneys' fees (\$361,666.66), attorneys' litigation
25 costs (\$8,174.16), incentive payment to Plaintiff (\$5,000.00), Settlement Administrator costs
26 (\$21,000.00), and the PAGA Amount to the LWDA (\$81,375.00), the Net Settlement Amount
27 of \$580,659.18 is to be distributed to 2,092 Settlement Class members, that worked a total of
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1 192,482 workweeks during the Class Period, in conformity with the terms of the Settlement. The
2 lowest Individual Settlement Share to be paid to a Settlement Class member is \$6.03 , the highest
3 Individual Settlement Share is \$826.57 , and the average Individual Settlement Share to be paid
4 is \$277.56 .

5 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
6 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
7 separately from, and in addition to, the Gross Settlement Amount.

8 15. The Court finds and determines that upon satisfaction of all obligations under the
9 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
10 have released the Released Claims as set forth in the Settlement, and will be permanently barred
11 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

12 16. Upon the Effective Date, by virtue of this Judgment, all Participating Class
13 Members, on behalf of themselves and their respective former and present representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released
15 Parties from all claims, demands, rights, liabilities and causes of action that have been and will
16 be pled in the Complaints in the Action as well as all claims, demands, rights, liabilities and
17 causes of action that could have been alleged based on the facts that have been and will be alleged
18 in the Complaints in the Action, that arose during the Class Period defined above with respect to
19 the following claims: (a) failure to pay all minimum wages owed, including but not limited to
20 the alleged failure to pay for purported off-the-clock work; (b) failure to pay all overtime wages
21 owed, including but not limited to the alleged failures to (i) properly calculate the regular rate of
22 pay and (ii) pay for purported off-the-clock work; (c) failure to provide meal periods, or premium
23 pay for non-compliant meal periods, including but not limited to the alleged failure to properly
24 calculate the correct rate of pay when paying meal period premiums; (d) failure to authorize and
25 permit rest periods, or premium pay for non-compliant rest periods, including but not limited to
26 the alleged failure to properly calculate the correct rate of pay when paying rest period premiums;
27 (e) failure to reimburse necessary business expenses; (f) failure to issue accurate, itemized wage
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statements; and (g) failure to timely pay all wages due upon separation of employment, including but not limited to the alleged failure to pay all wages purportedly due as a result of the claims alleged in (a)–(e) above and based on the failure to properly calculate the correct rate of pay when paying sick leave under the Healthy Workplace Healthy Family Act (“HWHFA”); (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above or the failure to properly calculate the correct rate of pay when paying sick leave under the HWHFA; and (j) all claims under the Fair Labor Standards Act (“FLSA”) that could have been premised on the facts, claims, causes of action or legal theories described above. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

17. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

18. The time period for the release of the Released Claims against the Released Parties shall be the same time period as the Class Period.

19. Upon the Effective Date, all 1,480 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under PAGA as asserted in the Complaints in the Action, the letter sent to the LWDA dated May 2, 2022 (case no. LWDA-CM-881669-22), and the supplemental letter sent to the LWDA dated April 4, 2023, that arose during the PAGA

1 Period premised on the facts, claims, causes of action or legal theories as well as all claims,
2 demands, rights, liabilities and causes of action under PAGA that could have been alleged based
3 on the facts that have been and will be alleged in the Complaints in the Action and the PAGA
4 Notices referenced herein (“Released PAGA Claims”).

5 20. The time period for the release of the PAGA Released Claims against the
6 Released Parties shall be the same time period as the PAGA Period. The PAGA Period is
7 October 25, 2020 through July 22, 2023.

8 21. Plaintiff, and her respective former and present spouses, representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns generally, release and discharge
10 Released Parties from any and all claims, transactions, or occurrences, including, but not limited
11 to: (a) all claims that were, or reasonably could have been, alleged based on the facts alleged in
12 the Action and facts alleged in Plaintiff’s PAGA Notices; (b) all claims that were, or reasonably
13 could have been, ascertained during the Action, and (c) all claims released pursuant to
14 Paragraphs 5.2 and 5.3 below (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any
15 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
16 benefits, disability benefits, social security benefits, workers’ compensation benefits that arose
17 at any time, or to claims or actions based on occurrences after this Agreement is executed by
18 Plaintiff. Plaintiff acknowledges that she may discover facts or law different from, or in addition
19 to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that
20 Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different
21 or additional facts, her discovery of those facts. For purposes of Plaintiff’s Release only, Plaintiff
22 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of
23 the California Civil Code, which reads :

24 **A general release does not extend to claims that the creditor or**
25 **releasing party does not know or suspect to exist in his or her favor at**
26 **the time of executing the release, and that if known by him or her would**
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1 **have materially affected his or her settlement with the debtor or**
2 **Released Party.**

3 22. The releases identified and described/defined shall become effective on the date
4 when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll
5 taxes owed on the Wage Portion of the Individual Class Payments.

6 23. This document shall constitute a final judgment pursuant to California Rule of
7 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
8 approval hearing, the court must make and enter judgment. The judgment must include a
9 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,
11 entry of judgment.”

12 24. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
13 Order, and this Judgment.

14 **JUDGMENT IS SO ENTERED.**

15
16 Dated: _____, 2024

Honorable Carolyn B. Kuhl
Judge of the Superior Court