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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 parties'
4 Class Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows. The conditional class
11 certification contained in the Preliminary Approval Order is hereby made final, and the Court thus
12 certifies, for purposes of the Settlement only, a Settlement Class defined as:

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

15 1. Plaintiff Christina Williams is hereby confirmed as Class Representative, and Scott M.
16 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are
17 hereby confirmed as Class Counsel.

18 2. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
19 manner of notice were approved by the Court on December 12, 2023, and the notice process has been
20 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
21 practicable under the circumstances. The Class Notice (which consists of the Court Approved Notice
22 of Class Action Settlement and Hearing Date for Final Court Approval) provided due and adequate
23 notice of the proceedings and matters set forth therein, informed Settlement Class members of their
24 rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
25 Rule of Court 3.769, and due process.
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28 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to
them in the Settlement.

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

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

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

16 6. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

4 8. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

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

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

14 11. The Court finds that attorneys' fees in the amount of \$361,666.66 and litigation costs of
15 \$8,174.16 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
16 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.
17 The fee award is appropriate in light of the benefit provided to the class.

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

21 13. The Court finds that the payment to the California Labor & Workforce Development
22 Agency ("LWDA") in the amount of \$81,375.00 for its 75% share of the \$108,500.00 settlement of
23 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
24 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
25 payment to the LWDA in conformity with the terms of the Settlement. The remaining 25% or
26 \$27,125.00 of the PAGA Amount is to be distributed to the 1,480 Aggrieved Employees in conformity
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1 with the terms of the Settlement. The highest Individual PAGA Payment to an Aggrieved Employee is
2 \$40.08 , the lowest is \$0.56 , and the average Individual PAGA Payment to be paid is \$18.33.

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

10 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
11 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
12 and in addition to, the Gross Settlement Amount.

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

17 17. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
18 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
19 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
20 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

21 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
22 and the Judgment entered in connection with the Settlement.

23 19. The Settlement Administrator shall file a declaration regarding the disbursement of
24 Settlement funds on or before January 31, 2025. A NACR re: filing of distribution declaration is set for
25 February 7, 2025.

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1 **IT IS SO ORDERED.**

2 Dated: _____, 2024

Honorable Carolyn B. Kuhl
Judge of the Superior Court