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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

10 GUADALUPE MOYA; individually, and on
11 behalf of other members of the general public
12 similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

13 Plaintiff,

14 vs.

15 USRG (CALIFORNIA) INC., a California
16 corporation; U.S. RESIDENTIAL GROUP,
LLC, an unknown business entity; and DOES 1
17 through 100, inclusive,

18 Defendants.

Case No.: BC625588

Honorable Robert B. Broadbelt
Department 53

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Reservation No.: 409379171477
Date: August 23, 2019
Time: 10:00 a.m.
Department: 53

Complaint Filed: June 30, 2016
FAC Filed: February 20, 2019
Trial Date: None Set

1 This matter has come before the Honorable Robert B. Broadbelt in Department 53 of the
2 above-entitled Court, located at Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles,
3 California 90012, on Plaintiff Guadalupe Moya's ("Plaintiff") Motion for Final Approval of Class
4 Action and PAGA Settlement, Attorneys' Fees, Costs, and Enhancement Payment ("Motion for
5 Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff and Littler Mendelson,
6 P.C. appeared on behalf of Defendants USRG (California) Inc. and U.S. Residential Group, LLC
7 ("Defendants").

8 On February 15, 2019, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
12 Agreement"), which, together with the exhibits annexed thereto, set forth the terms and conditions
13 for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. All terms used herein shall have the same meaning as defined in the Settlement
18 Agreement and the Preliminary Approval Order.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

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1 All individuals who are or were employed by Defendants in the State of
2 California during the time period from June 30, 2012 through April 30, 2018
3 as on-site employees classified as "exempt," holding the position of "property
4 manager," "assistant property manager," "community manager," "assistant
community manager," "maintenance supervisor," "assistant maintenance
supervisor," and/or similar job titles ("Class" or "Class Members").

5 4. The Notice of Class Action Settlement ("Class Notice") that was provided to the
6 Class Members, fully and accurately informed the Class Members of all material elements of the
7 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek
8 exclusion from, the settlement and release of Released Claims that do not arise under the Private
9 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* for the period from
10 June 30, 2012 through February 15, 2019 ("Class Settlement"); was the best notice practicable
11 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
12 fully with the laws of the State of California, the United States Constitution, due process and other
13 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
14 Class Members with adequate instructions and a variety of means to obtain additional information.

15 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
16 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
17 specifically, the Court finds that the Settlement was reached following meaningful discovery and
18 investigation conducted by Lawyers for Justice, PC ("Class Counsel"); that the Settlement is the
19 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
20 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
21 Court has considered all of the evidence presented, including evidence regarding the strength of
22 Plaintiff's claims; the risk, expense, and complexity of the claims presented; the likely duration of
23 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
24 completed; and the experience and views of Class Counsel. The Court has further considered the
25 absence of objections to the Class Settlement and requests to be excluded from the Class
26 Settlement ("Requests for Exclusion") submitted by Class Members. Accordingly, the Court
27 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
28 the following terms and conditions.

1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Class Settlement. Accordingly, the Court determines that all Class Members who did not
5 submit a timely and valid Request for Exclusion to the Settlement Administrator (“Participating
6 Class Members”) are bound by this Final Approval Order and Judgment. The Court finds that all
7 Class Members are Participating Class Members.

8 7. The Court finds that payment of Settlement Administration Costs in the amount of
9 \$4,300 is appropriate for the services performed and costs incurred and to be incurred for the notice
10 and settlement administration process. It is hereby ordered that the Settlement Administrator,
11 Simpluris, Inc., shall issue payment to itself in the amount of \$4,300, in accordance with the
12 Settlement Agreement.

13 8. The Court finds that the Class Representative Enhancement Payment sought is fair
14 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered
15 that the Settlement Administrator issue payment in the amount of \$5,000 to Plaintiff Guadalupe
16 Moya for her Class Representative Enhancement Payment, according to the terms set forth in the
17 Settlement Agreement.

18 9. The Court finds that the allocation of \$5,000 toward penalties under the California
19 Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate,
20 and hereby approved. The Settlement Administrator shall distribute the PAGA Payment as
21 follows: the amount of \$3,750 to the California Labor and Workforce Development Agency, and
22 the amount of \$1,250 to be distributed to Class Members who worked for Defendants within the
23 period from May 27, 2015 through April 30, 2018 (“PAGA Period”), according to the terms set
24 forth in the Settlement Agreement.

25 10. The Court finds that the request for attorneys’ fees in the amount of \$117,800 to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

1 amount of \$117,800 to Lawyers *for* Justice, PC for the award of attorneys' fees, in accordance
2 with the Settlement Agreement.

3 11. The Court finds that reimbursement of litigation costs and expenses in the amount
4 of \$24,459.89 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
5 Settlement Administrator issue payment in the amount of \$24,459.89 to Lawyers *for* Justice, PC
6 for reimbursement of litigation costs and expenses, in accordance with the Settlement Agreement.

7 12. The Court hereby enters Judgment by which Class Members shall be conclusively
8 determined to have given a release of any and all PAGA Released Claims against the Released
9 Parties and Participating Class Members shall be conclusively determined to have given a release
10 of any and all Released Claims that do not arise under the Private Attorneys General Act of 2004,
11 California Labor Code section 2698, *et seq.* against the Released Parties for the period from June
12 30, 2012 through February 15, 2019, as set forth in the Settlement Agreement and Class Notice.

13 13. It is hereby ordered that Defendants shall fully fund the Class Settlement Amount
14 within ten (10) business days after the Effective Date, in accordance with the Settlement
15 Agreement.

16 14. It is hereby ordered that the Settlement Administrator shall distribute payments to
17 Participating Class Members and Class Members who worked for Defendants during the PAGA
18 Period within ten (10) calendar days of funding the Settlement, according to the methodology and
19 terms set forth in the Settlement Agreement.

20 15. It is ordered that any and all checks issued to Participating Class Members that are
21 not cashed or negotiated within one hundred eighty (180) calendar days after the date on which
22 the checks are issued shall be cancelled, and the funds associated with such cancelled checks shall
23 be deposited with the California Department of Industrial Relations Unpaid Wage Fund, in the
24 name of the Class Member whose check is cancelled, in his or her respective amount.

25 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
26 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
27 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
28 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate

1 any dispute arising from or in connection with the distribution of settlement benefits.

2 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
3 Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s
4 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval
5 Order and Judgment. Individualized notice is not required.

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7 Dated: _____

8 HONORABLE ROBERT B. BROADBELT
9 JUDGE OF THE SUPERIOR COURT