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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF AMADOR**
15

16 TAMERA PERKINS, an individual,
17 BRIAN HILDICK, an individual, on behalf
of themselves, and on behalf of all persons
18 similarly situated,

19 Plaintiff,

20 v.

21 SUN COMMUNITIES, INC., a Maryland
corporation, and DOES 1 through 10,
22 inclusive,

23 Defendants.
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25
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27
28

FILED
Superior Court of California,
County of Amador
02/26/2024
By: C. NUNEZ, Deputy Clerk

Case No. 22-CV-12673

Assigned to the Hon. Andrea Sexton, Dept. 3

CLASS ACTION

**ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 26, 2024

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: June 14, 2022

1 Plaintiffs' Unopposed Motion for an Order Granting Final Approval of Class Action
2 Settlement came before this Court on February 26, 2024. The above-captioned Action is a class
3 and PAGA action lawsuit brought by Plaintiffs Tamera Perkins and Brian Hildick ("Plaintiffs")
4 against Defendant Sun Communities, Inc. ("Defendant") (collectively, the "Parties"). Plaintiffs
5 allege, on behalf of a class of Defendant's current and former employees, that Defendant failed to
6 pay all wages due, failed to provide meal and rest periods or compensation in lieu thereof, failed to
7 pay sick wages, failed to reimburse business expenses, failed to pay wages due timely upon
8 separation of employment, and failed to comply with itemized wage statement provisions.
9 Defendant denies any and all alleged wrongdoing, and denies any liability to the Plaintiffs or to
10 members of the Class. Defendant contends that that it has complied at all times with California
11 law, including the California Labor Code, the Industrial Commission Wage Orders, and the
12 California Business and Professions Code.

13 On November 27, 2023, this Court entered an Order Granting Preliminary Approval of
14 Settlement (the "Order"), resulting in certification of the Settlement Class described as follows: All
15 non-exempt employees of Defendant in California at any time between June 14, 2018 and October
16 30, 2023. The Order also defined the Aggrieved Employees as: All non-exempt employees of
17 Defendant in California at any time between April 6, 2021 and October 30, 2023.

18 That Order further directed the Parties to provide Notice to the Class, which informed absent
19 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
20 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
21 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
22 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
23 procedures to exercise that right; and (e) an explanation of the procedures for class members to
24 participate in the proposed settlement.

25 The Court, upon Notice having been given as required in the Preliminary Approval Order,
26 and having considered the Settlement Agreement and Release of Claims, as well as all papers filed,
27 hereby **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**
28

1 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
2 to the Action, including all members of the Settlement Class and all Aggrieved Employees.

3 2. The Court finds that the Settlement Class is properly certified for settlement
4 purposes only.

5 3. The Notice provided to the Settlement Class conforms with the requirements of
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California
7 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
8 applicable law, and constitutes the best notice practicable under the circumstances, by providing
9 individual notice to all Class Members who could be identified through reasonable effort, and by
10 providing due and adequate notice of the proceedings and of the matters set forth therein to the
11 Class Members. The notice fully satisfied the requirements of due process.

12 4. The Court finds the settlement was entered into in good faith, that the settlement is
13 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 5. The Court approves the Gross Settlement Amount of \$700,000.

18 6. Zero (0) Class Members have objected to the terms of the Settlement.

19 7. One (1) Class Member has requested exclusion from the Settlement. Bruce
20 Connolly shall not be bound by the Released Class Claims, but will be bound by the Released
21 PAGA Claims as defined in the Settlement.

22 8. Upon entry of this Order, compensation to the participating members of the
23 Settlement Class and all Aggrieved Employees shall be affected pursuant to the terms of the
24 Settlement Agreement.

25 9. In addition to any recovery that Plaintiffs may receive from the Net Settlement
26 Proceeds, and in recognition of the Plaintiffs' efforts on behalf of the Settlement Class, the Court
27 hereby approves the payment of Service Payments and General Release Payments to Plaintiffs
28

Brian Hildick and Tamera Perkins in the amount of Ten Thousand Dollars (\$10,000) each (\$20,000 total). This shall be paid from the Gross Settlement Amount.

10. The Court approves the payment of attorneys' fees to Class Counsel, Gaines & Gaines, APLC and Barvié Law, APC, in the sum of Two Hundred Forty-Five Thousand Dollars (\$245,000), and the reimbursement of litigation expenses in the sum of Eighteen Thousand Nine Hundred Sixty-Eight Dollars and Ninety-Four Cents (\$18,968.94). This shall be paid from the Gross Settlement Amount.

11. The Court approves and orders payment in the amount of Twenty Thousand Dollars (\$20,000) to Phoenix Settlement Administrators for performance of its settlement administration services. This shall be paid from the Gross Settlement Amount.

12. The Court approves and orders payment in the amount of Fifty-Two Thousand Five Hundred Dollars (\$52,500) to the California Labor and Workforce Development Agency for its 75% share of PAGA penalties. This shall be paid from the Gross Settlement Amount.

13. Upon the entry of this Order and Judgment, and subject to the occurrence of the Effective Date, Plaintiffs, all participating Class Members, and all Aggrieved Employees shall be bound by the releases of claims as set forth in the Settlement Agreement.

14. This "Judgment" is intended to be a final disposition of the above captioned action in its entirety, and is intended to be immediately appealable.

15. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Dated: 2-26-24


JUDGE OF THE SUPERIOR COURT