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7 Attorneys for Plaintiff ROCIO JUAREZ
8 As an individual and on behalf of all others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 ROCIO JUAREZ, as an individual on
behalf of herself and on behalf of all others
13 similarly situated,

14 Plaintiff,

15 v.

16 EXCEL RESIDENTIAL SERVICES,
17 INC., a California corporation; and DOES
1-100, inclusive,

18
19 Defendants.

Case No.: 23STCV05997

Assigned for all Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND JUDGMENT THEREON**

Date: August 13, 2025
Time: 10:30 a.m.
Dept.: SSC-12

FILED
Superior Court of California
County of Los Angeles

08/13/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement")
7 attached as Exhibit 1 to the Declaration of Nikki Trenner filed in support of Plaintiff's unopposed
8 Motion for Preliminary Approval of Class Action Settlement on or about December 19, 2024, is
9 the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its March
15 23, 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
16 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
17 non-exempt employees who worked for Defendant Excel Residential Services, Inc. ("Excel") in
18 California during the Class Period of September 20, 2018 through March 13, 2025.

19 3. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, release the Released Parties from all claims that were
22 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
23 Complaint, including, (a) failure to pay minimum wages and liquidated damages; (b) failure to pay
24 overtime wages; (c) failure to provide compliant meal periods or compensation in lieu thereof; (d)
25 failure to provide compliant rest periods or compensation in lieu thereof; (e) failure to furnish
26 accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of
27 employment; (g) failure to reimburse business expenses; and (h) claims for unfair business
28 practices during the Class Period. Participating Class Members only release these claims for the

1 duration of the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating
2 Class Members do not release any other claims, including claims for the duration of the Class
3 Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation of
5 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers compensation, or claims based on facts occurring outside the Class Period.

7 4. The Court further adjudges Plaintiff and the Aggrieved Employees All Aggrieved
8 Employees, including Plaintiff and the State of California, are deemed to release, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties
11 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
12 Complaint and the PAGA Notice, including, (a) failure to provide compliant meal periods or
13 compensation in lieu thereof; (b) failure to provide compliant rest periods or compensation in lieu
14 thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) statutory wage
15 violations; (f) refusal to make payment; (g) standard conditions of labor violations; (h) failure to
16 maintain accurate and complete records; (i) failure to reimburse business expenses; (j) failure to
17 furnish accurate itemized wage statements; (k) failure to provide and/or properly pay for paid sick
18 leave; (l) failure to provide and/or properly pay for supplemental paid sick leave; (m) failure to
19 timely pay all wages upon separate of employment; (n) unlawful agreements and/or unlawful
20 criminal and/or financial inquiries; (o) failure to produce employment records; and (p) failure to
21 pay vested vacation and/or paid time off during the PAGA Period. Aggrieved Employees only
22 release these claims for the duration of the PAGA Period.

23 5. The Settlement Administrator is ordered to distribute to the Participating
24 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
25 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
26 the check void date shall be forwarded to the California State Controller's Unclaimed Property
27 Fund. No funds shall revert to Defendant.
28

1 6. The Court further orders that the Class Members be provided with notice of this
2 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
3 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

4 7. The Court approves an award of attorney's fees to Class Counsel in the amount of
5 \$114,166.67, and an award of costs and expenses in the amount of \$19,905.43. Such amounts
6 shall be paid as provided in the Settlement Agreement. The court finds that the fees are appropriate in
7 light of the benefit obtained for the class.

8 8. The Court approves a service payment to plaintiff and Class Representative Rocio
9 Juarez in the amount of \$2,500.00, and the Settlement Administrator is ordered to make such
10 payment consistent with the terms of the Settlement Agreement.

11 9. The Settlement Agreement provides the Settlement Administrator, Apex Class
12 Action LLC, shall be paid from the Gross Settlement Amount for its services in administering the
13 Settlement. As set forth in the Declaration of Ryan McNamee, the Settlement Administrator is
14 owed \$4,695.00 for services rendered and to be rendered in administering the settlement. The
15 Court therefore orders that Apex be paid the amount of \$4,695 from the Gross Settlement Amount
16 consistent with the terms of the Class Settlement Agreement.

17 10. The Court approves PAGA penalties in the amount of \$10,000, to be paid from the
18 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
19 PAGA. \$7,500 of this amount will be paid to the LWDA as the state's share of the civil penalties,
20 and the remainder of \$2,500 will be distributed to the Aggrieved Employees consistent with the
21 terms of the Settlement Agreement.

22 11. The Court sets a non-appearance case review regarding distribution and compliance
23 with the Settlement Agreement for August 12, 2026, at 8:30 a.m., in Department SSC-12 of the
24 Los Angeles County Superior Court. The Parties are ordered to file a joint compliance report no
25 later than August 5, 2026.

26 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
27 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
28 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
contemplated becomes effective and each and every act agreed to be performed by the parties has

1 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
2 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
3 construction, and interpretation of the Settlement Agreement.

4 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
5 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
6 This Order is not a finding of the validity or invalidity of any claims in this action or a
7 determination of any wrongdoing by any party. The final approval of the parties' settlement will
8 not constitute any opinion, position or determination of this Court as to the merits of the claims or
9 defenses of any party.

10 14. Judgment is hereby entered as follows: Plaintiff Rocio Juarez and the Participating
11 Class Members, consisting of all current and former non-exempt employees who worked for
12 Defendant Excel in California during the Class Period of September 20, 2018 through March 13,
13 2025, who have not otherwise opted out, shall take nothing from Excel, except as set forth in the
14 Settlement Agreement.

15 15. The Court shall retain jurisdiction over the parties to interpret, implement and
16 enforce this Judgment.

17 IT IS SO ORDERED AND ADJUDGED.



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

18
19 Dated 08/13/2025

Judge of the Superior Court