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25 **SUPERIOR COURT OF CALIFORNIA**

26 **IN AND FOR THE COUNTY OF LOS ANGELES**

27 INGRID M. GARCIA PEREZ, on behalf of
28 herself and current and former aggrieved
employees

Plaintiff,

vs.

FOUNDATION PROPERTY MANAGEMENT,
INC.; RETIREMENT HOUSING
FOUNDATION; AND HILL RHF HOUSING
PARTNERS, L.P.; and DOES 1 to 100, inclusive,
Defendants.

CASE NO. 23STCV08171

Assigned for All Purposes to:
Hon. Alison Mackenzie
Dept. 55

~~PROPOSED~~ ORDER GRANTING
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEYS GENERAL ACT; AND
JUDGMENT THEREON

Date: April 22, 2025
Time: 8:30 A.M.
Dept.: 55

Reservation No.: 466651698501

04/24/2025

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiffs Bobbie Diane Taylor and Ingrid Garcia Lopez’s Motion for Approval of
3 Settlement under PAGA came before this Court on April 22, 2025 on a regularly noticed
4 motion.

5 Plaintiffs’ operative Complaint seeks civil penalties on behalf of the State of California
6 and similarly situated aggrieved employees (the “Aggrieved Employees”), as authorized by
7 PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set
8 forth in Plaintiffs’ operative complaint and their letters to the Labor Workforce & Development
9 Agency (“LWDA”) dated September 13, 2022 and February 6, 2023 (the “LWDA Notices”), on
10 behalf of all individuals who worked for Defendants Foundation Property Management, Inc.,
11 Retirement Housing Foundation, and Hill RHF Housing Partners, L.P. (together “Foundation”
12 or “Defendants”) in California as non-exempt hourly employees including those who worked at
13 any of the locations within Defendants’ California portfolio during the PAGA Period of September
14 17, 2021 to April 7, 2024.

15 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
16 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
17 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
18 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
19 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
20 appearing, HEREBY ORDERS AS FOLLOWS:

- 21 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 22 2. The Court finds in favor of settlement approval, and therefore approves the Settlement of
23 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
24 terms, as fair, reasonable, and adequate;
- 25 3. The Court finds further that, effective on the date when Defendants fully fund the
26 entire Gross Settlement Amount, Plaintiffs and the Aggrieved Employees, on behalf of themselves
27 and their respective former and present representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, release the Released Parties (as defined in the Settlement Agreement) from

1 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
2 the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

3 4. The Court finds further that the foregoing release shall be binding on Plaintiffs and the
4 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
5 by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released
6 Claims and Released Parties.

7 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
8 Defendants are directed to make all payments required by the Settlement Agreement;

9 6. Under the Settlement Agreement, Defendants agree to pay Seven Hundred Sixty
10 Thousand Dollars and No Cents (\$760,000.00) (the "Gross Settlement Amount" or "GSA") within
11 fourteen (14) days of the Effective Date. The GSA is inclusive of payments to the LWDA and Aggrieved
12 Employees, enhancement awards to the Plaintiffs, Attorney's Fees and Costs, and Administration costs.
13 No portion of the GSA will revert to Defendants. Plaintiffs request representative enhancement awards of
14 \$5,000.00 each, and Plaintiffs' Counsel request an award of attorney's fees of \$253,333.33 and
15 reimbursement of actual litigation expenses of \$22,922.02. Defendants do not oppose these requests. The
16 Court finds the GSA is fair, reasonable and adequate, and approves each of these payments, and directs the
17 Settlement Administrator to make the following payments from the Gross Settlement Amount:

18 a. \$253,333.33 in attorney's fees, including \$126,666.66 to Crosner Legal, PC and
19 \$126,666.67 to Lavi & Ebrahimi;

20 b. \$22,922.02 in litigation costs, including \$9,311.01 to Crosner Legal, PC and \$13,611.01
21 to Lavi & Ebrahimi;

22 c. \$5,000.00 each to Plaintiffs Bobbie Diane Taylor and Ingrid Garcia Lopez as
23 representative enhancements for their respective services as the named plaintiffs in this matter; and

24 d. \$4,000.00 in administration costs to Simpluris, Inc., which is hereby approved as the
25 Settlement Administrator;

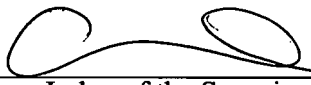
26 8. After deducting the foregoing payments, the estimated remainder of approximately
27 \$469,744.65 will remain (the "Net Settlement Amount" or "NSA"). Seventy-five percent
28 (75%) of the NSA (\$352,308.49) will go to the LWDA, and the remaining twenty-five (25%) of

1 the NSA (\$117,436.16) will be distributed to the Aggrieved Employees on a pro rata basis, as set
2 forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement
3 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA
4 Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the
5 Settlement Agreement; and

6 9. This document shall constitute a Judgment for purposes of California Rule of Court
7 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
8 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
9 the Settlement Agreement and this Judgment.

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11 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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14 Dated: 4/22/2025

15 
16 Judge of the Superior Court

17 ALISON MACKENZIE
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