

1
2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE
10

11 AUDRIANA SPARKS, individually, on a
12 representative basis, and on behalf of all others
13 similarly situated;

14 Plaintiff,

15 vs.

16 LOGAN PROPERTY MANAGEMENT,
17 INC., a California Corporation; and DOES 1
18 through 20, inclusive;

19 Defendants.

Case No.: CVRI2302103
[Assigned to Hon. Harold Hopp, Dept 1, for
all purposes]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT**

Complaint filed: April 25, 2023

20 Plaintiff Audriana Sparks's ("Plaintiff" or "Class Representative") Motion for Final
21 Approval of the Settlement (the "Final Approval Motion"), as set forth in the Class and PAGA
22 Settlement Agreement and Release of Claims¹ (the "Settlement Agreement") came for hearing in
23 Department 1 of the above-entitled court. The Final Approval Motion was unopposed by
24 Defendant Logan Property Management, Inc. Having considered the Final Approval Motion, the
25 Settlement Agreement, the Declarations, and all other materials properly before the Court and
26 having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds
27 that the Settlement Agreement was entered by all parties in good faith, and the Settlement

28
¹ See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval, which was
concurrently filed on November 5, 2024.

1 Agreement is approved. Due and adequate notice having been given to the Class, and the Court
2 having considered the Settlement Agreement, all papers filed and proceedings had herein and all
3 oral and written comments received regarding the proposed settlement, and having reviewed the
4 record in this Litigation, and good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
7 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

8 2. The Court has jurisdiction over the subject matter over this Action, the Class
9 Representative, the Class Members, the Aggrieved Employees, and Defendant. The Court
10 finally appoints Plaintiff as Class Representative, and further appoints Brian Mankin and Peter
11 Carlson of Lauby Mankin Lauby LLP as Class Counsel.

12 3. For purposes of effectuating this Order and Judgment, this Court has certified the
13 following class: “All current and former nonexempt (hourly paid) employees employed by
14 Defendant Logan Property Management, Inc., in California and who received bonus pay during
15 the Class Period of April 25, 2019, through April 29, 2024.” The Court deems this definition
16 sufficient for purposes of California Rules of Court, rule 3.765(a).

17 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
18 current and former nonexempt (hourly paid) employees employed by Defendant in California
19 and who received bonus pay during the PAGA Period of April 25, 2022, through April 29,
20 2024.”

21 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
22 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Mayra
23 Gonzalez filed on November 5, 2024), as provided for in the Order Granting Preliminary
24 Approval for the Settlement, constituted the best notice practicable under the circumstances to all
25 Class Members and fully met the requirements of California law and due process under the
26 California and United States Constitution. Based on evidence and other material submitted, the
27 actual notice to the class was adequate.
28

1 6. The Court finds that the instant Action presented a good faith dispute of the
2 claims alleged, and the Court finds in favor of settlement approval.

3 7. The Released Class Claims on behalf of the Participating Class Members
4 included:

5 a. the claims stated in the Complaint and those based solely upon the facts in the
6 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay
7 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest
8 breaks, (5) failure to pay vested vacation, (6) failure to reimburse business
9 expenses, (7) failure to timely pay final wages, (8) failure to provide accurate
10 itemized wage statements, and (9) unfair and unlawful competition.

11 8. The PAGA Released Claims on behalf of the Aggrieved Employees included:

12 a. all PAGA claims that Plaintiff alleged against the Released Parties, based on
13 the facts stated in the relevant LWDA notice letters and only to the extent that
14 they are alleged in the Complaint, including all PAGA claims seeking civil
15 penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay
16 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest
17 breaks, (5) failure to pay vested vacation, (6) failure to reimburse business
18 expenses, (7) failure to timely pay wages each period, (8) failure to timely pay
19 wages upon separation of employment, (9) failure to provide accurate
20 itemized wage statements, and (10) all other claims for civil penalties
21 recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et
22 seq. based on the facts or claims alleged in the LWDA notice letters and
23 Complaint. The time period governing the Released PAGA Claims shall be
24 any time during the PAGA Period.

25 9. By this Order and Judgment, the Class Representative shall release, relinquish,
26 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
27 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
28 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and

1 discharged all Released Class Claims.

2 10. By this Order and Judgment, Plaintiff and the LWDA shall fully, finally, and
3 forever release, relinquish and discharge Defendant and the Released Parties from all PAGA
4 Released Claims, as defined in the Settlement Agreement and above.

5 11. There were no Objections and no Requests for Exclusion from the Settlement. As
6 such, all Class Members are Participating Class Members who are entitled to payment pursuant
7 to the Settlement and this Judgment. Furthermore, all Aggrieved Employees are entitled to
8 payment pursuant to this Settlement and Judgment.

9 12. The Court approves the Settlement, as set forth in the Settlement Agreement and
10 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
11 Parties are directed to perform in accordance with the terms set forth in the Settlement
12 Agreement and this Order and Judgment.

13 13. The Parties are to bear their own costs, except as otherwise provided in the
14 Settlement Agreement and this Order and Judgment.

15 14. With respect to the Class and for purposes of approving this Settlement, this Court
16 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
17 joinder of all members is impracticable; (b) there are questions of law or fact common to the
18 Class Members, and there is a well-defined community of interest among the Class Members
19 with respect to the subject matter of the Action; (c) the claims of Class Representative are typical
20 of the claims of the Class Members; (d) the Class Representative has fairly and adequately
21 protected the interests of the Class Members; (e) a class action is superior to other available
22 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
23 Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiff in her
24 individual and representative capacity and for the Class.

25 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
26 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
27 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
28 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,

nor any action taken to carry out the Settlement are, may be construed as, or may be used as an admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability whatsoever.

16. The Settlement Amount to be paid under the Settlement Agreement is \$255,000.00. From this amount, Class Counsel sought an award of attorney's fees of \$85,000.00 (one-third of the Settlement Amount), litigation expenses of \$8,133.40, a Service Award for Class Representative Audriana Sparks of \$5,000, Settlement Administrator Costs of \$6,000 to Phoenix Settlement Administrators, and \$15,000 to the LWDA for PAGA penalties and \$5,000 to the Aggrieved Employees. Defendant does not oppose these requests. The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the amounts set forth below from the Settlement Amount:

- A) \$85,000.00 to Class Counsel for attorneys fees (one-third of the GSA);
- B) \$8,133.40 to Class Counsel for costs/expenses;
- C) \$5,000 to Class Representative Audriana Sparks as a Service Award;
- D) \$6,000 to the Settlement Administrator, Phoenix Settlement Administrators;
- E) \$15,000 to the LWDA;
- F) \$5,000 to the Aggrieved Employees;
- G) After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA Payments, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

December 2, 2024	The Effective Date occurs.
15 days after the Effective Date (December 17, 2024)	Defendant is directed to issue the Settlement Amount to the Settlement Administrator, and separately pay its share of payroll taxes.
10 days after receipt of Payment (Approx. December 27, 2024)	Settlement Administrator to issue all payments.
180 days after checks are mailed (Approx. June 25, 2025)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
15 days before the Final Report Hearing	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the status of issuing any uncashed funds.
Date: _____, 2025 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

18. The envelope transmitting the settlement checks shall bear the notation “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Sparks v. Logan Property Management, Inc.*, Case No. CVRI2302103, on behalf of the Participating Class Members, which includes all current and former nonexempt (hourly paid) employees employed by Defendant Logan Property Management, Inc., in California and who received bonus pay during the Class Period of April 25, 2019, through April 29, 2024.”

19. Participating Class Members and Aggrieved Employees shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. If a

1 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
2 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
3 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
4 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
5 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
6 Defendant to have the check(s) delivered to the Participating Class Member at their place of
7 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
8 not negotiate his/her check within this time period, the check will be canceled. The value of the
9 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
10 a settlement check shall be issued to the California State Controller's Office in the name of the
11 Participating Class Member and/or Aggrieved Employee.

12 20. This document shall constitute a Judgment for purposes of California Rule of
13 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
14 Class Representative, the Class Members, the Aggrieved Employees, and Defendant for the
15 purposes of supervising the implementation, enforcement, construction, administration, and
16 interpretation of the Settlement Agreement and this Judgment.

17 IT IS SO ORDERED.

18 Dated: _____

19 _____
20 Hon. Harold Hopp
21
22
23
24
25
26
27
28