

(SIGNATURE)

PLAINTIFF/PETITIONER: Ashley Dennis
 DEFENDANT/RESPONDENT: Bridge Property Management Co.

CASE NUMBER:
 RG20063553/Dept. 23

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 16, 2025

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



Bianca Balentine

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Edwin Aiwazian (SBN 232943)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
450 N Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff and the Class

FILED
Superior Court of California
County of Alameda

05/15/2025

Clad File, Executive Officer / Clerk of the Court

By: *A. Tumonong* Deputy
A. Tumonong

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ASHLEY DENNIS, individually, and on behalf
of other members of the general public similarly
situated, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

BRIDGE PROPERTY MANAGEMENT CO., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: RG20063553

Honorable Michael Markman
Department 23

CLASS ACTION

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

Date: April 24, 2025
Time: 10:00 a.m.
Department: 23

Complaint Filed: June 4, 2020
FAC Filed: May 8, 2024
Trial Date: None Set

1 This matter has come before the Honorable Michael Markman in Department 23 of the
2 above-entitled Court, located at located at 1221 Oak Street, Oakland, California 94612, on Plaintiff
3 Ashley Dennis (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Class Counsel
4 Attorneys’ Fees and Costs, and Incentive Award to Plaintiff (“Motion for Final Approval”).
5 Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and K&L Gates, LLP appeared on behalf
6 of Defendant Bridge Property Management Co. (“Defendant”).

7 On October 7, 2024, the Court entered the Amended Order Granting Plaintiff’s Motion for
8 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), thereby
9 preliminarily approving the settlement of the above-entitled action (“Action”) in accordance with
10 the Amended Joint Stipulation of Class Action and PAGA Settlement Agreement and Release
11 (“Settlement” and/or “Agreement” and/or “Settlement Agreement”), attached as “Exhibit 2” to
12 the Supplemental Declaration of Vartan Madoyan in support of Plaintiff’s Motion for Preliminary
13 Approval of Class Action Settlement.

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 Settlement Class Members
20 asserted in this 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 Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
24 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
25 Approval Order. The Settlement Class is hereby defined to include:

26 all current and former salaried property-level “managers,” or persons who
27 held similar job titles and/or performed similar job duties, employed by
28 Defendant in California at any time during the Class Period.

1 4. The Class Notice that was provided to the Class Members, fully and accurately
2 informed the Class Members of all material elements of the Settlement and of their opportunity to
3 participate in, object to or comment thereon, or to seek exclusion from, the Settlement; was the
4 best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
5 Members; and complied fully with the laws of the State of California, the United States
6 Constitution, due process and other applicable law. The Notice of Class Action Settlement fairly
7 and adequately described the Settlement and provided the Class Members with adequate
8 instructions and a variety of means to obtain additional information.

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

22 6. A full opportunity has been afforded to the Class Members to participate in the
23 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
24 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
25 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
26 valid and timely request for exclusion (“Settlement Class Member”) are bound by the Settlement
27 and this order and judgment (“Final Approval Order and Judgment”).
28

1 7. The Court finds that zero (0) Class Members have submitted a request for exclusion
2 (i.e. opted out) from the Class Settlement, and no Class Members have objected to the Class
3 Settlement within the Response Deadline.

4 8. The Court finds that payment to the Settlement Administrator for Administrative
5 Expenses in the amount of \$6,000.00 is appropriate for the services performed and costs incurred
6 and to be incurred for the notice and settlement administration process. It is hereby ordered that
7 the Settlement Administrator, Phoenix Settlement Administrators shall issue payment to itself in
8 the amount of \$6,000.00, in accordance with the terms and methodology set forth in Settlement
9 Agreement.

10 9. The Agreement provides for an Incentive Award for Plaintiff up to Ten Thousand
11 Dollars and Zero Cents (\$10,000.00). The Court finds that payment in the amount of Seven
12 Thousand and Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff is reasonable in light
13 of the risks and burdens undertaken by Plaintiff. It is hereby ordered that the Settlement
14 Administrator issue payment in the amount of \$7,500.00 to Plaintiff for her Incentive Award,
15 according to the terms and methodology set forth in the Settlement Agreement.

16 10. The Court finds that the allocation of \$100,000.00 toward penalties under the
17 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
18 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
19 Payment as follows: the amount of \$75,000.00 to the California Labor and Workforce
20 Development Agency, and the amount of \$25,000.00 will be distributed to the PAGA Employees,
21 meaning all current and former salaried property-level “managers” or persons who held similar
22 job titles and/or performed similar job duties, employed by Defendant in California at any time
23 during the PAGA Period, regardless of whether they opt out of the Class Settlement, according to
24 the terms and methodology set forth in the Settlement Agreement.

25 11. The Court finds that the request for Attorneys’ Fees in the amount of \$316,666.67
26 to 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 \$316,666.67 to Class Counsel for Attorneys' Fees, in accordance with the terms and
2 methodology set forth in the Settlement Agreement.

3 12. The Court finds that reimbursement of Litigation Costs in the amount of \$10,848.83
4 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
5 Administrator issue payment in the amount of \$10,848.83 to Class Counsel for reimbursement of
6 Costs, in accordance with the terms and methodology set forth in the Settlement Agreement.

7 13. The Court hereby orders that upon the Effective Date and full funding of the Gross
8 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
9 Agreement, all Class Members who do not affirmatively opt out of the Class Settlement by
10 submitting a timely and valid request for exclusion will fully release and discharge the Released
11 Parties of Released Class Claims, as set forth in the Settlement Agreement and Notice of Class
12 Action Settlement ("Settlement Class Members").

13 14. The Court hereby orders that upon the Effective Date and full funding of the Gross
14 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
15 Agreement, the State of California with respect to the PAGA Employees will be deemed to have
16 fully, finally, and forever released, settled, compromised, relinquished, and discharged the
17 Released Parties of all Released PAGA Claims.

18 15. It is hereby ordered that Defendant shall deposit the Gross Settlement Amount of
19 \$950,000.00 in one lump sum payment plus the employer-side payroll taxes to the Settlement
20 Administrator within thirty (30) days of the Effective Date.

21 16. It is hereby ordered that the Settlement Administrator shall distribute Individual
22 Settlement Payments to Settlement Class Members (including withholding of employee's share of
23 taxes and payment of Employer Taxes), Individual PAGA Payments to PAGA Employees, LWDA
24 Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel, Incentive Award to Plaintiff,
25 and Settlement Administration Costs to itself within seven (7) calendar days of the funding of the
26 Gross Settlement Fund.

27 17. Each Individual Settlement Payment and Individual PAGA Payment check will be
28 valid and negotiable for at least one hundred eighty (180) calendar days from the date the checks

1 are issued, and thereafter, shall be canceled. Thereafter, all such checks shall be canceled and funds
2 associated with said canceled checks, along with any interest earned in the qualified settlement
3 account, shall be distributed in accordance with California Code of Civil Procedure section 384 to
4 a *cy pres* agreed to by the Parties as required by California Code of Civil Procedure section 384 or
5 any other method of distribution consistent with Code of Civil Procedure section 384. The Parties
6 have agreed to designate and seek the Court's approval of Bay Area Legal Aid as the *cy pres*
7 recipient, or other mutually agreeable *cy pres* recipient should the Court not approve the Parties'
8 proposed beneficiary and/or otherwise consistent with California Code of Civil Procedure section
9 384.

10 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
11 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
12 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
13 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
14 any dispute arising from or in connection with the distribution of settlement benefits.

15 19. Within thirty (30) days of entry of this Final Approval Order and Judgment,
16 Plaintiff shall submit a copy of this Final Approval Order and Judgement to the California Labor
17 & Workforce Development Agency.

18 20. Within thirty (30) days of the Final Fairness Approval Hearing and the Courts Entry
19 of Final Order Approving the Settlement, a Notice of entry of this Final Approval Order and
20 Judgment shall be given to the Settlement Class Members by posting a copy of the Final Approval
21 Order and Judgment on Phoenix Settlement Administrator's website for a period of at least one
22 hundred sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.
23 Individualized notice is not required.

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1 21. A Final Compliance Report Hearing is set for October 16, 2025, at 10:00 a.m. in
2 Department 23. Class Counsel shall submit a final accounting report/declaration regarding the
3 status of the settlement administration at least five (5) court days prior to the Final Compliance
4 Hearing.

5 Dated: 05/15/2025


HONORABLE MICHAEL MARKMAN
JUDGE OF THE SUPERIOR COURT
Michael Markman / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On April 28, 2025, I served the foregoing document(s) described as **[Proposed] Final Approval Order and Judgment** on interested parties in this action by Electronic Service as follows:

Eugene Ryu
Penny Chen
Sabrina Fani
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, California 90067

Emails: gene.ryu@klgates.com; penny.chen@klgates.com; sabrina.fani@klgates.com; dyana.estrada@klgates.com

Attorneys for Defendant Bridge Property Management Co.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2025, at Glendale, California.



Bianca Balentine

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 23

JUDICIAL OFFICER: HONORABLE MICHAEL MARKMAN

Courtroom Clerk: Ana Liza Tumonong

CSR: None

RG20063553

April 24, 2025
10:00 AM

**Dennis VS Bridge Property Management CO, a
California corpor**

MINUTES

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement filed by Ashley Dennis (Plaintiff); Case Management Conference filed by Ashley Dennis (Plaintiff) on 03/14/2025

The Motion re: PLAINTIFFS NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, CLASS COUNSEL ATTORNEYS FEES AND COSTS, AND INCENTIVE AWARD; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF filed by Ashley Dennis on 03/14/2025 is Granted.

Plaintiff's motion for final approval is granted, including an incentive award of \$7,500.00 for the representative plaintiff and an attorney's fees award of \$316,666.67. No objectors appeared at the first hearing on this motion, so no appearances are required unless this tentative ruling is contested.

BACKGROUND

This is a wage-and-hour class action and PAGA representative action. The parties agreed to settle the claims for \$950,000.00, and the court granted preliminary approval of the settlement. Plaintiff seeks final approval of the settlement, including approval of an award of \$332,500.00 in attorney's fees; \$10,848.83 in litigation costs; \$6,000.00 in settlement administration costs; an incentive award of \$10,000.00 for the named plaintiff; and \$100,000.00 in PAGA penalties, 75% of which is paid to the LWDA and 25% to aggrieved employees. The remaining funds are to be distributed to class members on a pro rata basis. The average class payment is estimated to be \$3,286.21, and the average PAGA payment \$240.38. The motion is unopposed.

LEGAL STANDARD

To prevent "fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) A court "must determine the settlement is fair, adequate, and reasonable." (*Id.* at p. 1801.) A "presumption of fairness exists where: (1) the settlement is reached through arm's-

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

DISCUSSION

In this case, the parties mediated and reached settlement after arm’s length negotiations, and counsel conducted sufficient investigation and discovery to allow counsel and the court to act intelligently. (Madoyan Decl., ¶¶ 6–9.) Counsel cites significant team member experience in litigating class actions. (*Id.*, ¶¶ 14–18.) The settlement administrator received no written objections in response to the class notice. (Salinas Decl., ¶ 9.) The terms of the settlement and notice procedures are generally fair, reasonable and adequate.

The court, however, approves an incentive award of \$7,500.00 for the representative plaintiff. Plaintiff undoubtedly provided a service to class members and the state, but the amount of work cited is not unusual, and there is no indication that Plaintiff was deposed or otherwise undertook unique effort or risk. Thus, the court will not deviate from its benchmark.

The court also exercises its discretion to approve an attorney’s fees award of one-third, rather than 35%, of the gross settlement amount. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495 [citing Ninth Circuit approval of 25% and Eleventh Circuit approval of 20–30% range]; see also *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175 [“Although the trial court would be acting within its discretion to award less than 31 percent, we note that 31 percent is not out of line with awards in class actions, which, like this case, involve attorney fees to be paid by a protected class and that require court approval.”].) A “court approving a settlement that includes a negotiated fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys’ work.” (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.)

The court’s benchmark is 30%, but the court is persuaded that the substantial recovery obtained for the class members and aggrieved employees warrants a higher percentage. For purposes of cross-checking using a lodestar/multiplier approach, Plaintiff’s counsel attests to 313.80 hours spent on the matter. (Madoyan Decl., ¶ 13.) Applying a reasonable blended billing rate of \$600 per, the court calculates a \$188,280.00 lodestar. A one-third fee award totaling \$316,666.67, therefore, more than fairly compensates counsel for the work performed. The case settled before dispositive motions or trial, and counsel has not identified unusual risks. Thus, the court is not persuaded that a 35% fee award is warranted. Ten percent of the attorney’s fee award must be kept in the administrator’s trust fund until the completion of the distribution

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

process and court approval of a final accounting.

ORDER

Plaintiff's motion is GRANTED as set forth above. Plaintiff must submit a revised proposed order within three (3) days of notice of entry of this order. A final compliance hearing regarding distribution and accounting is set for October 16, 2025, at 10:00 a.m. in Department 23. Plaintiffs must file a final report and declaration regarding distribution at least five (5) court days before the compliance hearing. If the report and declaration establish that the distributions are complete, appearances will not be required.

Compliance Hearing re: distribution and accounting is scheduled for 10/16/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse.



By:

A. Tumonong, Deputy Clerk

Minutes of: 04/24/2025

Entered on: 04/24/2025

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On May 16, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Eugene Ryu
Penny Chen
Sabrina Fani
K&L GATES LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles CA 90067

Service emails: gene.ryu@klgates.com; penny.chen@klgates.com; sabrina.fani@klgates.com; dyana.estrada@klgates.com

Attorneys for Defendant Bridge Property Management Co.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 16, 2025, at Glendale, California.


Bianca Balentine