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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ALEXIS TRISTAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMERICAN HOMES 4 RENT, L.P., a
Delaware limited partnership; and DOES 1
through 50, inclusive,

Defendants

Case No. 23STCV17006

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT**

Date: March 11, 2024

Time: 10:00 a.m.

Dept: 61

Reservation ID: 570905490120

Complaint Filed: July 20, 2023

Trial Date: None

1 The motion of Plaintiff Alexis Tristan for an order approving the settlement of the above-
2 captioned action and entering judgment thereon (“Motion”) having come before the Court, and
3 the Court being duly apprised of the premises, good cause appearing,

4 IT IS HEREBY ORDERED that the Motion shall be and is granted and the settlement of
5 this action is hereby approved.

6 IT IS FURTHER ORDERED as follows:

7 1. All terms used for purposes of this Order and Judgment, not otherwise defined,
8 shall have the same meaning as given in the Joint Stipulation of Settlement and Release
9 (“Agreement” or “Settlement”) attached as Exhibit 3 to the Declaration of Kristen M. Agnew
10 filed in support of the Motion.

11 2. Pursuant to the PAGA, Labor Code sections 2699(1)(2) and (1)(4), the Labor and
12 Workforce Development Agency (“LWDA”) has been given notice of the settlement. Pursuant to
13 the PAGA, on the date the Parties filed the Motion seeking approval of the settlement with the
14 Court, Plaintiff submitted to the LWDA a notice of the settlement enclosing a copy of the
15 Settlement Agreement. The Court finds and determines that Plaintiff’s notice of the settlement
16 complied with the statutory requirements of the PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the “Aggrieved Employees”: all current and former non-
19 exempt employees in the State of California who received the payment of overtime wages during
20 the period from May 15, 2022, through December 12, 2023 (“PAGA Period”).

21 4. This Court has jurisdiction over the subject matter of this litigation, Plaintiff,
22 Aggrieved Employees, Defendant and over those persons and entities undertaking affirmative
23 obligations under the settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and
25 adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

26 6. The Court finds that each Aggrieved Employee, in accordance with the
27 Settlement, releases the following “Released Claims” against the Released Parties:

28 all claims for civil penalties under the California Private Attorneys’

General Act, including costs and attorneys' fees related thereto, predicated upon violation of Labor Code sections 201, 202, 203, 226(a), 510, 558 and 1194, based on the facts as alleged in the First Amended Complaint, that accrued during the PAGA Period..

The Agreement neither releases the Released Parties from liability, if any, to Aggrieved Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by Aggrieved Employees against the Released Parties for any individual wage and hour claims.

7. The Court approves the Gross Settlement Amount of \$195,000.00. The Court further finds that the Gross Settlement Amount, PAGA Penalties Fund, and the methodology used to calculate and pay each Individual Settlement Payment, in accordance with the Settlement, are fair and reasonable.

8. Phoenix Settlement Administrators is approved to serve as the Settlement Administrator.

9. The Court awards the Settlement Administrator in this Action its fees and costs in the amount of \$2,850.00, in accordance with the terms of the Settlement Agreement.

10. The Court awards Plaintiff an Enhancement Payment in the amount of \$10,000. In exchange, Plaintiff has agreed to a general release of all claims that she might have against Defendant, including a Civil Code section 1542 release.

11. The Court awards to Plaintiff's counsel in this Action its fees of \$65,000.00 and actual costs of \$12,328.45, in accordance with the terms of the Settlement Agreement.

12. The Court approves the PAGA Penalties Fund of \$104,821.55. Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the State of California Labor and Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) of the PAGA Penalties Fund shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement.

13. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Individual Settlement Payments uncashed after one hundred eighty (180) days shall be paid out pursuant to California Code of Civil Procedure section 384 to the following *cy pres* recipient:

1 Legal Aid at Work.

2 14. The Court retains exclusive and continuing jurisdiction over this Action for
3 purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment
4 and Order, as well as the settlement.

5 15. Nothing in this Order and Judgment or the settlement shall be construed as an
6 admission or concession by any party. The settlement and this resulting Judgment and Order
7 simply represent a compromise of disputed allegations.

8 16. Plaintiff is directed to submit a copy of this Order to the LWDA within ten (10)
9 days of the date of this Order.

10 IT IS SO ORDERED, ADJUDGED AND DECREED.

11
12 Dated: _____

13 _____
14 HON. GEORGE KEOSIAN
15 SUPERIOR COURT OF CALIFORNIA
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