

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Johnny Rivas and the Class

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

JOHNNY RIVAS, individually and on behalf of
others similarly situated and on behalf of other
aggrieved employees,

Plaintiff,

vs.

BUCKINGHAM PROPERTY MANAGEMENT,
a California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23CU0355

Honorable Jennifer Giuliani
Department 1

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

Date: April 30, 2026
Time: 8:15 a.m.
Dept.: 1

Complaint Filed: September 15, 2023
FAC Filed: October 30, 2023
SAC Filed: June 11, 2025
Trial Date: Not Set

1 Plaintiff Johnny Rivas’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees, Attorneys’ Expenses, Service Award, and Administration Expenses came
3 before this Court on **April 30, 2026 at 8:15 a.m.** before the Honorable Jennifer Giuliani in Department
4 1 of the above-captioned Court located at 1640 Kings County Drive, Hanford, California 93230.

5 Having received and considered the Stipulation of Class and PAGA Settlement and Release of
6 Claims (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
7 Action and PAGA Settlement, Attorneys’ Fees, Attorneys’ Expenses, Service Award, and
8 Administration Expenses, the supporting papers filed by the Parties, the Declarations of Class Counsel
9 (Alexandra Rose), the Class Representative (Johnny Rivas), and the Settlement Administrator (Garvin
10 Brown on behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in
11 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
12 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
13 MAKES THE FOLLOWING DETERMINATION:

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendant Buckingham Property Management (“Defendant”) (together, with
16 Plaintiff, the “Parties”), including all members of the Class.

17 2. The Court finds that the following Class is properly certified as a class for settlement
18 purposes only: “All current and former non-exempt employees who worked for Defendant in
19 California at any time during the Class Period.” The “Class Period” is defined as the period from July
20 31, 2020 through November 5, 2025.

21 3. The Court appoints Plaintiff Johnny Rivas as the Class Representative for settlement
22 purposes only.

23 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
24 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

25 5. The Notice of Class Action Settlement (“Notice Packet”) provided to the Class
26 conforms with the requirements of California Code of Civil Procedure section 382, California Civil
27 Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
28 Constitutions, and any other applicable law, and constitutes the best notice practicable under the

1 circumstances, by providing individual notice to all Class Members who could be identified through
2 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
3 forth therein to the other Class Members. The Notice Packet fully satisfied the requirements of due
4 process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that Johanna Gonzalez, Robena Marsh, Edith Nava Mar, Maria Nunez,
17 Blanca Ramirez, and Johana Serratos have validly and timely opted out of the Class Settlement and
18 no Settlement Class Members have objected to the Class Settlement.

19 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
20 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
21 the escalated Gross Settlement Amount of a Service Award to Plaintiff in the amount of \$5,000.00.

22 10. The Court approves the payments from the escalated Gross Settlement Amount of
23 attorneys' fees to Class Counsel in the sum of \$117,947.55 and reimbursement of actual litigation
24 costs and expenses to Class Counsel in the sum of \$22,165.40. The attorneys' fees and reimbursement
25 of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the
26 fee award is determined based on a reasonable percentage of the common fund obtained for the Class.
27 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual
28 benefit obtained for the Class.

1 11. The Court approves and orders payment from the escalated Gross Settlement Amount
2 in the amount of \$8,450.00 to ILYM Group, Inc. for performance of settlement administration
3 services.

4 12. The Court approves and orders payment in the amount of \$11,250.00 to the California
5 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
6 PAGA penalties.

7 13. It is hereby ordered that within thirty (30) calendar days after the Effective Date,
8 Defendant will deposit the escalated Gross Settlement Amount (\$336,993.00) and Defendant’s share
9 of employer side payroll taxes into an account established by the Settlement Administrator, in
10 accordance with the terms and methodology set forth in the Settlement Agreement. If Defendant fails
11 to comply with the funding obligations set forth in this Paragraph, Plaintiff shall retain the right to
12 seek Court assistance in enforcing the Settlement Agreement, and the releases herein will be suspended
13 until the escalated Gross Settlement Amount is fully funded.

14 14. It is hereby ordered that no later than ten (10) business days after Defendant funds the
15 escalated Gross Settlement Amount and Defendant’s share of employer side payroll taxes, the
16 Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class
17 Members, Individual PAGA Payments to PAGA Members, Attorneys’ Fees and Attorneys’ Expenses
18 to Class Counsel, Service Award to Plaintiff, 75% of the PAGA Payment to the LWDA, and
19 Administration Expenses to itself.

20 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
21 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
22 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
23 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
24 Division in the name of the Settlement Class Member and/or PAGA Member and their respective
25 share.

26 16. As of the Effective Date, Plaintiff and the Settlement Class Members release the
27 Released Parties from all class claims alleged in the Operative Complaint, or which could have been
28 alleged in the Operative Complaint based on the facts alleged, which occurred during the Class Period,

1 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,
2 unemployment insurance, disability, social security, workers' compensation, and class claims outside
3 the Class Period (collectively, "Released Class Claims"). The Released Class Claims specifically
4 include, but are not limited to, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 432,
5 510, 512, 1194, 1194.2, 1197, 1197.1, 1198.5, 2800 and 2802, the related IWC Wage Order No. 1-
6 2001, California Business & Professions Code §§ 17200, *et seq.* claims (based on alleged violations
7 of these California Labor Code and Wage Order provisions), Fair Labor Standards Act 29 U.S.C.
8 Section 206, Fair Labor Standards Act 29 U.S.C Section 207, and all other claims, such as those under
9 the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could
10 have been plead based on the facts asserted in the Operative Complaint, including: (1) Failure to Pay
11 Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure
12 to Permit Rest Breaks; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Provide
13 Accurate Wage Statements; (7) Failure to Pay Wages Due Upon Separation; (8) Failure to Reimburse
14 Business Expenses; (9) Failure to Provide Records; (9) Violation of Bus. & Prof. Code Section 17200;
15 and (10) all interest, fees, and costs in connection therewith. The Released Class Claims expressly
16 exclude claims for PAGA penalties. Only those Settlement Class Members who cash or deposit their
17 Individual Settlement Payment check shall be deemed to opt-in to the settlement and release of the
18 Released Class Claims that arise under the FLSA.

19 17. As of the Effective Date, the Plaintiff acting on behalf of the LWDA and the State of
20 California, releases the Released Parties from all PAGA claims alleged in the Operative Complaint
21 and PAGA Notice, which occurred during the PAGA Period, and expressly excluding all other claims,
22 including claims for vested benefits, wrongful termination, unemployment insurance, disability, social
23 security, workers' compensation, and PAGA claims outside of the PAGA Period (collectively,
24 "Released PAGA Claims"). The Released PAGA Claims includes claims for PAGA penalties based
25 on California Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194,
26 1194.2, 1197, and 2802 and the related IWC Wage Orders.

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1 18. “Released Parties” means Defendant and its current and former partners, subsidiaries,
2 owners, shareholders, agents (including, without limitation, any investment bankers, accountants,
3 insurers, reinsurers, attorneys, and any past or present officers, directors, and exempt employees)
4 predecessors, successors, and assigns.

5 19. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
7 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
8 Settlement and the determination of all controversies relating thereto.

9 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
10 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
11 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

12 21. A Compliance Hearing is set for _____ at _____
13 in Department 1 of this Court located at 1640 Kings County Drive, Hanford, California 93230. The
14 Settlement Administrator shall file a Final Report by _____.

15 **IT IS SO ORDERED.**

16 Dated: _____

Honorable Jennifer Giuliani