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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA

TYLER FIRTH, as an individual and on behalf of
all others similarly situated, and as a private
attorney general,

Plaintiff,

vs.

YARDI SYSTEMS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV03558

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: November 7, 2025
Time: 10:00 a.m.
Department: 4

Complaint Filed: August 15, 2023
FAC Filed: October 30, 2023

1 On October 16, 2025, Plaintiff, Tyler Firth, filed a motion for an Order Granting Final Approval
2 of Class Action Settlement, and on November 7, 2025, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Joint Stipulation of Class
4 Action and PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters
5 presented to the Court regarding final approval of the settlement, approval of requested allocations from
6 the settlement fund, and entry of final judgment.

7 **I. Recital**

8 On a classwide basis and as a proxy for the State of California pursuant to the Labor Code
9 Private Attorneys General Act of 2004 (“PAGA”), Plaintiff, Tyler Firth, sued Defendant, Yardi Systems,
10 Inc., for Defendant’s alleged misclassification of computer software employees as exempt employees
11 and for the resulting failures to pay all overtime wages, to timely pay all wages during employment and
12 upon the termination of employment, and to furnish accurate itemized wage statements.

13 Defendant denies the allegations.

14 **A. Class Members**

15 The Class is defined to include all current and former exempt employees of Defendant in the
16 State of California who were employed as computer software employees and earned less than (i)
17 \$3,632.80 per biweekly pay period at any time after August 15, 2019, (ii) \$3,724.00 per biweekly pay
18 period at any time in 2020, (iii) \$3,798.40 per biweekly pay period at any time in 2021, (iv) \$4,000.00
19 per biweekly pay period at any time in 2022, or (v) \$4,304.00 per biweekly pay period at any time in
20 2023. The Class Period is August 15, 2019, through December 31, 2023. There are 82 individuals that
21 comprise the Settlement Class.¹

22 **B. Operation of the Settlement**

23 Pursuant to the Court’s July 15, 2025 Preliminary Approval Order, the Court conditionally
24 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
25 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
26 Order after review and consideration of all of the pleadings filed. In compliance with the Preliminary

27
28 ¹ There also are 47 PAGA Employees. The PAGA Period is August 8, 2022, through December 31, 2023.

1 Approval Order, the Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members
2 via first class mail. The notice process was timely completed.

3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
6 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
7 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
8 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
9 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
10 the trial court has discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate over any questions
12 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

13 FED. R. CIV. PROC. 23.

14 Certification of a settlement class is the appropriate judicial device under these circumstances.

15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, Settlement Class Members, and Defendant.

21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
22 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
23 practicable under the circumstances to all Class Members, and fully met the requirements of California
24 law and due process under the State and Federal Constitutions.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. Except as modified by
27 this Order, the Parties are directed to perform in accordance with the terms set forth in the Agreement.
28

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and attorneys' fees.

3 6. The Court hereby certifies the following Class of all current and former exempt
4 employees of Defendant in the State of California who were employed as computer software employees
5 and earned less than (i) \$3,632.80 per biweekly pay period at any time after August 15, 2019, (ii)
6 \$3,724.00 per biweekly pay period at any time in 2020, (iii) \$3,798.40 per biweekly pay period at any
7 time in 2021, (iv) \$4,000.00 per biweekly pay period at any time in 2022, or (v) \$4,304.00 per biweekly
8 pay period at any time in 2023.

9 7. With respect to the Class and for purposes of approving the settlement only and for no
10 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
11 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
12 the Class, and there is a well-defined community of interest among members of the Class with respect to
13 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
14 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
15 protected the interests of the members of the Class; (e) a class action is superior to other available
16 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
17 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
18 representative capacities and for the Class.

19 8. Within 10 days of this Order, Defendant shall deposit the Gross Settlement Amount of
20 \$950,000.00 with the Administrator (along with an additional payment representing its share of any
21 employer payroll taxes).

22 9. From the Gross Settlement Amount, the Administrator shall pay:

- 23 • to Class Counsel attorneys' fees in the amount of \$316,666.67 and reimbursement of
24 costs in the amount of \$10,850.72;
- 25 • to Class Representative for his service to the Class, and as consideration for the
26 execution of a general release apart from pending claims, the amount of \$15,000.00;
- 27 • to the California Labor and Workforce Development Agency the amount of
28 \$60,000.00 for its 75% share of PAGA Penalties;

- to PAGA Employees the amount of \$20,000.00 for their 25% share of PAGA Penalties, which shall be distributed by the Administrator pro rata based on the number of relevant pay periods worked by each PAGA Employees; and
- to Phoenix Settlement Administrators the amount of \$5,950.00 for its fees and costs in administering the settlement.

10. The Court finds that these amounts are fair and reasonable. The Administrator is directed to make such payments in accordance with the terms of the Agreement.

11. The Court approves the Individual Settlement Payments, which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation of the amounts set forth in Paragraph 9.

12. The Court hereby orders the parties to implement the terms of the Agreement, including distributing the funds from any uncashed settlement checks to Santa Barbara Food Bank.

13. All Class Members, the LWDA, and Plaintiff shall be bound by the applicable releases provided in the Agreement.

IV. Judgment

The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing this Judgment.

Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: _____, 2025

JUDGE OF THE SUPERIOR COURT