

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

07/15/2025

Darrel E. Parker, Executive Officer

BY Chavez, Terri

Deputy Clerk

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiff

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

[Assigned for all purposes to Department 4,
Hon. Donna D. Geck]

**~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 20, 2025
Time: 10:00 a.m.
Department: 4

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

Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was filed with the Court on March 12, 2025, and a hearing was held before this Court on June 20, 2025.

I. RECITALS

1. On August 15, 2023, Plaintiff, Tyler Firth, initiated this class action on behalf of a putative class of current and former computer software employees of Defendant, Yardi Systems, Inc., in the State of California. Based on the theory that Defendant misclassified certain computer software employees as exempt from overtime, the Action pursued class action claims for Defendant's alleged failures to pay all overtime wages, to timely pay all wages during employment and upon the termination of employment, and to furnish accurate itemized wage statements. On October 30, 2023, Plaintiff filed a first amended complaint which also pursued representative action claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2. Following a mediation on June 17, 2024, the Parties were able to agree to settlement terms memorialized in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"), which is attached as Exhibit 1 to the Declaration of Simon L. Yang.

II. FINDINGS

3. The Court conditionally certifies the following Class: all current and former exempt employees of Defendant in the State of California who were employed as computer software employees and earned less than (i) \$3,632.80 per biweekly pay period at any time after August 15, 2019, (ii) \$3,724.00 per biweekly pay period at any time in 2020, (iii) \$3,798.40 per biweekly pay period at any time in 2021, (iv) \$4,000.00 per biweekly pay period at any time in 2022, or (v) \$4,304.00 per biweekly pay period at any time in 2023. The Class Period is August 15, 2019, through December 31, 2023.

4. The Court hereby approves the terms and conditions provided for in the Agreement. The Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a settlement and appears to be presumptively valid, subject to any objections that may be raised at the final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the uncertain outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and proceedings have been conducted so that counsel for the

Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the action. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

III. ORDERS

After considering the papers and evidence, arguments of counsel, and all other matters presented to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

5. The Court grants preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (the “Agreement”) submitted by the Parties. The Agreement appears to be fair, adequate, and reasonable to the Class.

6. The Court appoints and designates: (a) Plaintiff, Tyler Firth, as Class Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member’s own expense. Any Class Member who does not appear on his or her own behalf will be represented by Class Counsel.

7. A final fairness hearing on the question of whether the proposed Agreement, the allocation of payments to Class Members, attorneys’ fees and costs to Class Counsel, the payment to the Labor Workforce & Development Agency, and the Class Representative Award should be finally approved as fair, reasonable, and adequate as to the members of the Class is set for **November 7, 2025, at 10:00 a.m.** in this Court.

8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement (“Class Notice”), which is attached as Exhibit A to the Agreement. The Court finds that distribution of the Class Notice to Class Members substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process and shall constitute due and sufficient notice to all parties entitled thereto.

1 9. The Court appoints and designates Phoenix Settlement Administrators as the
2 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
3 Members using the procedures set forth in the Agreement.

4 10. Any Class Member may choose to opt out of and be excluded from the settlement as
5 provided in the Agreement and Class Notice and by following the instructions for requesting exclusion.
6 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
7 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
8 signed by each such Class Member opting out and must otherwise comply with the requirements
9 delineated in the Class Notice. Class Members who have not requested exclusion by submitting a valid
10 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
11 Judgment.

12 11. Any Class Member may object to the Agreement or express his or her views regarding
13 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
14 issues to be heard and determined by the Court as provided in the Class Notice.

15 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
16 sixteen (16) court days before the final fairness hearing.

17 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
18 and all dates provided for in the Agreement without further notice to the Class. The Court retains
19 jurisdiction to consider all further applications arising out of or connected with the Agreement.

20 14. Should for whatever reason final approval is not granted, the fact that the Parties were
21 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
22 of whether a class should be certified in a non-settlement context.

23 **IT IS SO ORDERED.**

24 DATED: 07/15/2025, 2025



THE HONORABLE DONNA D. GECK
Donna D. Geck