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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF MONTEREY**

14 DONNA BRADLEY, as an individual and
15 on behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 APARTMENT MANAGEMENT
19 CONSULTANTS, L.L.C., a limited
20 liability company; and DOES 1 through
21 50, inclusive,

22 Defendants.

Case No.: 24CV002090

**PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL APPROVAL
HEARING DATE**

Date: October 16, 2026

Time: 8:30 a.m.

Judge: Hon. Ian A. Rivamonte

Dept.: 14

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiffs Donna Bradley, Marylourdes Hormigas, Joe Castro,
4 and Kevin Nikaido have applied to this Court for an order preliminarily approving the settlement
5 of the Action in accordance with Joint Stipulation and Settlement Agreement (the “Agreement”),
6 which together with the exhibit annexed thereto, sets forth the terms and conditions for a proposed
7 settlement and entry of judgment upon the terms and conditions set forth therein. The Court has
8 read and considered the Memorandum of Points and Authorities in support of Plaintiffs’ Motion
9 for Preliminary Approval of Class and PAGA Action Settlement, Conditional Certification,
10 Approval of Class Notice, Setting of Final Approval Hearing Date and the declarations submitted
11 therewith. For purposes of this Order, the Court adopts all defined terms as set forth in the
12 Agreement.

13 **II. FINDINGS**

14 After review and consideration of the Agreement and Plaintiffs’ Preliminary Approval
15 Motion and the papers in support thereof, the Court hereby finds and orders as follows:

16 1. The Agreement falls within the range of reasonableness meriting possible final
17 approval.

18 2. The certification of the Class solely for purposes of settlement is appropriate in that:
19 (a) the Class Members are ascertainable and so numerous that joinder of all Class Members is
20 impracticable; (b) there are questions of law and fact common to the Class which predominate
21 over any individual questions; (c) Plaintiffs’ claims are typical of the claims of the Class; (d)
22 Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of
23 the Class; and (e) a class action, and class-wide resolution of the action via class settlement
24 procedures is superior to other available methods for the fair and efficient adjudication of the
25 controversy.

26 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
27 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
28 light of the factual, legal, practical, and procedural considerations raised by this case.

1 4. Plaintiffs Donna Bradley, Marylourdes Hormigas, Joe Castro, and Kevin Nikaido
2 do not have any conflicts that would preclude them from serving as Class Representatives, and the
3 appointment comports with the requirements of due process.

4 5. Class Counsel does not have any conflicts that would preclude them from acting as
5 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
6 requirements of due process.

7 6. The Court Approved Notice of Class Action and PAGA Settlement and Release
8 and Hearing Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
9 Agreement complies with due process because the Class Notice is reasonably calculated to
10 adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed
11 Agreement; and (c) their rights, including the right to either participate in the settlement, exclude
12 themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for notifying
13 the Class Members and settlement administration is the best notice practicable under the
14 circumstances.

15 **III. ORDER**

16 The Court having considered the papers submitted in support of the motion for preliminary
17 approval, HEREBY ORDERS THE FOLLOWING:

18 1. The Court finds on a preliminary basis that the provisions of the Agreement are
19 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

20 2. The following Class is conditionally certified for purposes of settlement only: All
21 hourly, non-exempt employees who were employed by Defendant at any time during the Class
22 Period within the State of California.

23 3. The Agreement provides for the following release as to Participating Class
24 Members,¹ which is hereby approved conditionally: All Participating Class Members will release
25 and discharge Defendant and the Released Parties from any and all claims that were pled in the
26 Amended Complaint, or reasonably could have been pled based on the factual allegations in the
27 _____

28 ¹ Participating Class Members are all Class Members who do not submit a valid and timely request to exclude themselves from the Settlement.

1 Amended Complaint, for failure to pay minimum, regular, overtime, double time, or reporting time
2 wages and other compensation; failure to timely pay wages during employment; failure to timely
3 pay wages at termination of employment; failure to provide accurate and itemized wage
4 statements; failure to maintain accurate records; failure to reimburse necessary business expenses;
5 failure to provide meal periods or meal premiums in lieu thereof; failure to provide rest breaks or
6 rest premiums in lieu thereof; failure to provide paid sick leave and/or pay sick pay; failure to
7 provide notice of paid sick time and accrual; unlawful deductions from wages; and violation of
8 California's unfair competition law ("UCL") under California Business and Professions Code
9 sections 17200, et seq., including violations of Labor Code sections 201, 202, 203, 204, 210, 218,
10 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512,
11 515, 558, 1174, 1174.5, 1175, 1185, 1194, 1194.2, 1197, et seq., 1197.1, 1198, 1199, 2800, 2802,
12 2926, and 2927; all applicable Industrial Welfare Commission ("IWC") Wage Orders; California
13 Code of Regulations, Title 8, sections 11000 et seq., 11040, 11050, and 3395; and any other claims
14 for damages and statutory penalties recoverable based on the facts and claims alleged, or those that
15 could have been alleged, in the Amended Complaint for violations of the California Labor Code,
16 California Business and Professions Code, and applicable IWC Wage Orders. The Released Class
17 Claims shall be for the Class Period.

18 4. This settlement also releases claims under the Private Attorneys General Act of
19 2004 ("PAGA"). These claims are asserted on behalf of PAGA Employees defined as: All hourly,
20 non-exempt employees who were employed by Defendant at any time during the PAGA Period
21 within the State of California.

22 5. The Agreement provides for the following release as to PAGA Employees, which
23 is hereby approved conditionally: All PAGA Employees will release and discharge Defendant and
24 the Released Parties from any and all claims for civil penalties under the California Labor Code
25 and the PAGA that were pled in the Amended Complaint or Plaintiffs' PAGA notices, or
26 reasonably could have been pled based on the factual allegations in the Amended Complaint and
27 Plaintiffs' PAGA notices, for failure to pay minimum, regular, overtime, double time, or reporting
28 time wages and other compensation; failure to timely pay wages during employment; failure to

1 timely pay wages at termination of employment; failure to provide accurate and itemized wage
2 statements; failure to maintain accurate records; failure to reimburse necessary business expenses;
3 failure to provide meal periods or meal premiums in lieu thereof; failure to provide rest breaks or
4 rest premiums in lieu thereof; failure to provide paid sick leave and/or pay sick pay; failure to
5 provide notice of paid sick time and accrual; unlawful deductions from wages; and violation of the
6 UCL under California Business and Professions Code sections 17200, et seq., including violations
7 of Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3,
8 226.7, 233, 234, 245, 246, 246.5, 247.5, 510, 512, 515, 558, 1174, 1174.5, 1175, 1185, 1194, et
9 seq., 1194.1, 1194.2, 1197, et seq., 1197.1, 1197.5, 1198, 1199, 2800, 2802, 2926, and 2927; all
10 applicable IWC Wage Orders; California Code of Regulations, Title 8, sections 11000 et seq.,
11 11040, 11050, and 3395; and any other claims for civil penalties recoverable based on the facts
12 and claims alleged, or those that could have been alleged, in the Amended Complaint and
13 Plaintiffs' PAGA notices for violations of the California Labor Code, California Business and
14 Professions Code, and applicable IWC Wage Orders. The Released PAGA Claims shall be for the
15 PAGA Period.

16 6. The settlement appears to be fair, adequate and reasonable to the Class. The
17 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
18 only to any objections that may be raised at the Final Approval Hearing and final approval by this
19 Court.

20 7. Plaintiffs Donna Bradley, Marylourdes Hormigas, Joe Castro, and Kevin Nikaido
21 are conditionally approved as the Class Representative for the Class.

22 8. The Court acknowledges the request for class representative enhancement
23 payments of \$10,000 each to Plaintiffs Donna Bradley, Marylourdes Hormigas, Joe Castro, and
24 Kevin Nikaido for their service as class representatives which will be decided at the time of Final
25 Approval.

26 9. David Yeremian & Associates, Inc.; D.Law, Inc.; United Employees Law Group,
27 Inc.; Mara Law Firm, P.C.; Byrne Law Group; Molteni Employment Law; Polaris Law Group,
28 LLP; and Diversity Law Group, P.C. are conditionally approved as Class Counsel for the Class.

1 10. The Court acknowledges the request for awards of up to \$578,333.33 in attorneys’
2 fees and up to \$55,000 in actual costs payable to Class Counsel which will be decided at the time
3 of Final Approval.

4 11. A Final Approval Hearing on the question of whether the settlement, attorneys’ fees
5 and costs to Class Counsel, and Class Representative Enhancement Payments should be finally
6 approved as fair, reasonable, and adequate as to Class Members is scheduled in Department 16 on
7 the date and time set forth in the Implementation Schedule below.

8 12. The Court confirms CPT Group, Inc. as the Settlement Administrator.

9 13. The proposed payment of \$18,650 in costs to CPT Group, Inc. for its services as
10 the Settlement Administrator is conditionally approved.

11 14. The Agreement provides from the Gross Settlement Amount a PAGA Payment of
12 \$150,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
13 of which shall be distributable to Aggrieved Employees).

14 15. The Court approves, as to form and content, the Class Notice in substantially the
15 form attached as **Exhibit A** to the Agreement. The Court approves the procedure for Class
16 Members to participate in, to opt out of, and to object to, the settlement as set forth in the notice.

17 16. The Court directs the mailing of the Class Notice by first class mail to Class
18 Members in accordance with the Implementation Schedule below. The Court finds the dates
19 selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule,
20 meet the requirements of due process and provide the best notice practicable under the
21 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

22 **IV. IMPLEMENTATION SCHEDULE**

23 The Court orders the following Implementation Schedule for further proceedings:

24 Deadline for Defendant to submit Class and 25 PAGA Data to Settlement Administrator	10 calendar days from the date of this Order
26 Deadline for Settlement Administrator to 27 Mail Class Notices to Class Members	10 calendar days from receipt of the Class and 28 PAGA Data

Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	45 calendar days from the mailing of the Class Notices
Deadline for Class Members with Remailed Class Notices to Postmark for Exclusion, Objections, or Disputes (“Extended Response Deadline”)	15 calendar days after Response Deadline
Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
Final Approval Hearing and Final Approval	_____ at _____

IT IS SO ORDERED.

Dated: _____

By _____
Honorable Ian A. Rivamonte
Superior Court Judge