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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF SAN JOAQUIN**

ANNAALICIA LEBLANC, as an  
individual and on behalf of all others  
similarly situated,

Plaintiff,

vs.

O’CONNOR WOODS HOUSING  
CORPORATION, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: STK-CV-UOE-2024-0009405

[Assigned to the Hon. Robert T. Waters, Dept. 11B]

**[PROPOSED] ORDER GRANTING  
PLAINTIFF’S MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: 11/26/25, 12/2/25, 12/3/25, 12/4/25, 12/9/25

Time: 9:00 a.m.

Dept.: 11B

Action Filed: August 7, 2024

Trial Date: None

1 Plaintiff Annaalicia LeBlanc’s (“Plaintiff”) application for an Order Granting Preliminary  
2 Approval of Class Action Settlement was filed with the Court on October 30, 2025, and a  
3 hearing was held before this Court on \_\_\_\_\_. Appearances by the Parties were noted  
4 on the record.

5 The Court has considered the Joint Stipulation of Class Action Settlement (“Settlement  
6 Agreement”) and all other papers filed in this action.

7 NOW THEREFORE, IT IS HEREBY ORDERED:

8 1. This Court grants preliminary approval of the Settlement Agreement between  
9 Plaintiff and Defendant O’Connor Woods Housing Corporation (“Defendant”) filed herewith.  
10 The Settlement Agreement appears to be fair, adequate, and reasonable to the Class;

11 2. All defined terms contained herein shall have the same meanings as set forth in  
12 the Settlement Agreement;

13 3. The Parties, through their counsel of record in the Litigation, have reached an  
14 agreement to settle all claims in the Litigation on behalf of the Class (as defined below and in the  
15 Settlement Agreement) as a whole;

16 4. The Court hereby conditionally certifies the following Class for settlement  
17 purposes only:

18 all current and former non-exempt employees who have been employed at  
19 any time during the Class Period in California, and who worked a shift of  
20 3.5 hours or greater. The Class Period means the periods starting on June  
12, 2022, and ending on \_\_\_\_\_.

21 5. Should for whatever reason the settlement not become Final, the fact that the  
22 Parties were willing to stipulate to certification of a class as part of the settlement shall have no  
23 bearing on, or be admissible in connection with, the Action or the issue of whether a class should  
24 be certified in a non-settlement context.

25 6. The Court appoints and designates: (a) Plaintiff Annaalicia LeBlanc as the Class  
26 Representative and (b) Larry W. Lee, Kristen M. Agnew, Max W. Gavron, and Kwanporn “Mai”  
27 Tulyathan of Diversity Law Group, P.C. and William L. Marder as Class Counsel for the Class.

1 Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents  
2 required by, or which may be given, pursuant to the Settlement Agreement, and such other acts  
3 reasonably necessary to finalize the Settlement Agreement and its terms. Any Class Member  
4 may enter an appearance through his or her own counsel at such Class Member's own expense.  
5 Any Class Member who does not enter an appearance or appear on his or her own behalf will be  
6 represented by Class Counsel.

7 7. The Court hereby approves the terms and conditions provided for in the  
8 Settlement Agreement.

9 8. The Court hereby preliminarily approves the Settlement Agreement and the Gross  
10 Settlement Amount of \$600,000.00, which is to be distributed as follows: (a) up to \$10,000.00 is  
11 to be paid to Plaintiff as an Incentive Payment; (b) up to \$210,000.00 shall be paid to Class  
12 Counsel for attorneys' fees, plus up to \$25,000.00 for reimbursement of litigation costs; (c) up to  
13 \$60,000.00 shall be allocated as PAGA penalties (of which 65% (\$39,000.00) shall be paid to the  
14 California Labor and Workforce Development Agency ("LWDA") and 35% (\$21,000.00) shall  
15 be paid to the PAGA Members<sup>1</sup>); and (d) the Settlement Administrator shall be paid for its fees  
16 and costs relating to the settlement administration process which is expected to not exceed  
17 \$10,000.00. The Court further hereby preliminarily approves the Net Settlement Amount and the  
18 formulas provided in the Settlement Agreement regarding Individual Settlement Payments and  
19 Aggrieved Employee Payments.

20 9. The Court finds that on a preliminary basis the Settlement Agreement appears to  
21 be within the range of reasonableness of a settlement, including the amount of the PAGA  
22 penalties, Plaintiff's Incentive Payment, Class Counsel's fees and costs, Settlement  
23 Administration Costs, and the allocation of payments to Class Members, that could ultimately be  
24 given final approval by this Court. It appears to the Court on a preliminary basis that the  
25 \_\_\_\_\_

26 <sup>1</sup> "PAGA Members" include all current and former non-exempt employees who have been  
27 employed at any time during the PAGA Period in California, and who worked a shift of 3.5  
28 hours or greater. The PAGA Period is the period commencing on July 30, 2023, and ending on  
\_\_\_\_\_.

1 settlement is fair, adequate, and reasonable as to all potential Class Members when balanced  
2 against the probable outcome of further litigation relating to liability and damages issues. It also  
3 appears that extensive and costly investigation, research, and court proceedings have been  
4 conducted so that counsel for the settling parties are able to reasonably evaluate their respective  
5 positions. It appears to the Court that settlement at this time will avoid substantial additional  
6 costs by all settling parties, as well as avoid the delay and risks that would be presented by the  
7 further prosecution of the Action. It also appears that settlement has been reached as a result of  
8 intensive, serious, and non-collusive arm's-length negotiations.

9         10.     The Final Approval Hearing shall be held before this Court on \_\_\_\_\_  
10 at \_\_\_\_ a.m. in Department 11B of the Superior Court of the State of California, County of San  
11 Joaquin to determine all necessary matters concerning the Settlement Agreement, including  
12 whether the proposed settlement of the action on the terms and conditions provided for in the  
13 Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the  
14 Court and whether a Judgment, as provided in the Settlement Agreement, should be entered  
15 herein. At this same time, a hearing on Class Counsel's motion for attorneys' fees and  
16 reimbursement of litigation costs and Plaintiff's incentive payment shall also be held.

17         11.     The Court hereby approves, as to form and content, the Notice of Class Action  
18 Settlement ("Class Notice") to be sent to Class Members, which is attached as **Exhibit A** to the  
19 Settlement Agreement. The Court finds that distribution of the Class Notice to Class Members,  
20 substantially in the manner and form set forth in the Settlement Agreement and this Order, meets  
21 the requirements of due process and shall constitute due and sufficient notice to all parties  
22 entitled thereto.

23         12.     The Court appoints and designates Phoenix Settlement Administrators as the  
24 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
25 approved Class Notice to Class Members pursuant to the procedures set forth in the Settlement  
26 Agreement.

27         13.     Any Class Member may choose to opt out of and be excluded from the settlement  
28 as provided in the Settlement Agreement and Class Notice by following the instructions for

1 requesting exclusion. Any person who timely and properly opts out of the settlement will not be  
2 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.  
3 Any Request for Exclusion must be in writing and signed by each such Class Member opting out  
4 and must otherwise comply with the requirements delineated in the Class Notice. Class Members  
5 who have not requested exclusion by submitting a valid and timely exclusion request, by the  
6 Response Deadline, shall be bound by all determinations of the Court, the Settlement Agreement,  
7 and Judgment. The Request for Exclusion, however, shall not exclude any PAGA Member from  
8 the PAGA Released Claims.

9       14. Each Class Member who wishes to object to the settlement shall have thirty (30)  
10 calendar days from the initial mailing of the Class Notice (or up to 45 days for re-remailed Class  
11 Notices), or such number of days as the Court shall specify, within which to return a Notice of  
12 Objection to the Settlement Administrator. The Notice of Objection must be signed by the Class  
13 Member and include: (1) their full name, signature, address, and telephone number; (2) a written  
14 statement of the grounds for their objection; (3) copies of any papers, briefs, or other documents  
15 upon which the objection is based, if any; and (4) a statement of whether the objector intends to  
16 appear at the Final Approval Hearing. The written objection must be mailed or faxed to the  
17 Settlement Administrator at the specified address/facsimile and postmarked/fax-stamped on or  
18 before the Response Deadline.

19       15. The Motion for Final Approval shall be filed by the Class Representative no later  
20 than sixteen (16) court days before the Final Approval Hearing and served in compliance with  
21 the Code of Civil Procedure notice of motion requirements.

22       16. Upon funding of the Gross Settlement Amount, all Participating Class Members  
23 and the Class Representative will be deemed to have forever released and discharged the  
24 Released Parties from the Released Claims. Additionally, upon funding of the Gross Settlement  
25 Amount, PAGA Members and the Class Representative will be deemed to have released and  
26 discharged the Released Parties from the PAGA Released Claims.

27       17. Plaintiff is ordered to give notice of the Order to the LWDA and Defendant.

28       18. The Court reserves the right to adjourn or continue the date of the Final Approval

1 Hearing and all dates provided for in the Settlement Agreement without further notice to the  
2 Class and retains jurisdiction to consider all further applications arising out of or connected with  
3 the Settlement Agreement.

4 IT IS SO ORDERED.

5  
6 DATED: \_\_\_\_\_

\_\_\_\_\_  
7 HON. ROBERT T. WATERS  
8 SUPERIOR COURT OF CALIFORNIA  
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