

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 187324 NAME: John Yslas, Esq.; Arrash Fattahi (SBN 333676); Giancarlo Recinos (SBN 282836) FIRM NAME: Wilshire Law Firm, PLC STREET ADDRESS: 660 South Figueroa Street, Sky Lobby CITY: Los Angeles STATE: CA ZIP CODE: 90017 TELEPHONE NO.: (213) 381-9988 FAX NO.: (213) 381-9989 E-MAIL ADDRESS: arrash.fattahi@wilshirelawfirm.com, giancarlo.recinos@wilshirelawfirm.com ATTORNEY FOR (name): Plaintiff Tracy Loveless	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 N. First Street MAILING ADDRESS: 191 N First Street CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: Downtown Superior Court	
PLAINTIFF/PETITIONER: David Tovar DEFENDANT/RESPONDENT: Windsor Property Management Company OTHER:	CASE NUMBER: 25CV474590
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Theodore C. Zayner
	DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff David Tovar

2. Title of the proposed order:
[Proposed] Order Granting Plaintiff's Motion for Approval of PAGA Settlement and Judgment Thereon

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Approval of PAGA Settlement
 - b. Date and time: March 17, 2027 at 1:30 p.m.
 - c. Place: Downtown Superior Court at 191 N. First Street, San Jose CA, 95113

4. The proposed order was served on the other parties in the case.

Giancarlo Recinos

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
David Tovar v. Windsor Property Management Company

CASE NUMBER:
25CV474590

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

660 South Figueroa Street, Sky Lobby, Los Angeles, California 90017

b. My electronic service address is (*specify*): dariane.rose@wilshirelawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Elisa R. Nadeau, Esq. (enadeau@littler.com), Victoria Stafford (vstafford@littler.com), Rachel E. Simons, Esq. (resimons@littler.com), Mari Adriano (madriano@littler.com)

b. To (*electronic service address of person served*): listed above

c. On (*date*): 9/30/2026

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 9/30/2026

Dariane Rose

(TYPE OR PRINT NAME OF DECLARANT)




(SIGNATURE OF DECLARANT)

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

DAVID TOVAR, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

WINDSOR PROPERTY MANAGEMENT
COMPANY, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV474590

*[Assigned for all purposes to: Hon. Theodore
C. Zayner, Dept. 19]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
JUDGMENT THEREON**

PAGA Approval Hearing

Date: March 17, 2027

Time: 1:30 p.m.

Dept: 19

Complaint filed: September 8, 2025

Trial date: Not set

1 The Court, having considered Plaintiff David Tovar (“Plaintiff”) Motion for Approval of
2 PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor
3 Code §§ 2698, et seq. (“PAGA”), as well as the PAGA Settlement Agreement and Release of
4 Claims (“Settlement” or “Settlement Agreement,” attached as Exhibit 1 to the Declaration of
5 John G. Yslas), the papers filed in support of the motion, and the arguments of counsel, has
6 determined that the Settlement provides genuine and meaningful relief under PAGA and is fair,
7 adequate, and reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
12 on behalf of themselves, the State of California, the LWDA, and Aggrieved Employees, on the
13 one hand, and Defendant Windsor Property Management Company (“Defendant”), on its own
14 behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided
15 herein, all capitalized terms used herein shall have the same meaning as defined in the
16 Settlement Agreement.

17 3. Aggrieved Employees means all non-exempt, hourly individuals who worked for
18 Defendant in California as an employee at any time during the period beginning July 5, 2024,
19 through the date that the Court grants approval of the PAGA settlement; or an earlier date of
20 Defendant’s choosing, as set forth in Paragraph 8 of the Settlement Agreement.

21 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
22 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements
23 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
24 regarding the Settlement.

25 5. The Court finds that the Settlement has been reached as a result of serious and
26 non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
27 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
28 proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the

1 Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and
2 provides genuine and meaningful relief under PAGA. The Court therefore approves the
3 Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
4 according to the terms outlined in the Settlement Agreement.

5 6. Defendant will not be required to pay any additional amounts in connection with
6 the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement
7 Agreement and this Order, which shall not exceed \$155,000.00.

8 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
9 Law Firm, PLC, in the amount of one third (1/3) of the Gross Settlement Amount, currently
10 estimated to be \$51,666.66. The Court also awards a PAGA Counsel Litigation Expenses
11 Payment in the amount of \$21,599.02. The PAGA Counsel Fees Payment and the PAGA
12 Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

13 8. The Court awards a PAGA Representative Service Award to Plaintiff David Tovar
14 for his services in the amount of \$10,000.00. Plaintiff submitted declarations detailing the ways
15 in which they assisted PAGA Counsel in the litigation of the PAGA Action, and the award is
16 appropriate in light of the stated purpose of PAGA.

17 9. The Court appoints Phoenix Settlement Administrators to serve as the
18 Administrator. The Court concludes that the Administration Expenses Payment in the amount
19 of \$4,500.00 is reasonable and necessary to administer the Settlement and shall be paid from
20 the Gross Settlement Amount.

21 10. The Net Settlement Amount of \$66,872.60 shall be allocated as follows: 65% of
22 the PAGA Penalties (\$43,467.19) will be paid to the LWDA, and the remaining 35%
23 (\$23,405.41) will be paid to all Aggrieved Employees pursuant to the calculation set forth in
24 the Settlement Agreement for calculating Individual PAGA Payments.

25 11. The Court directs that the Administrator send the Notice, attached as Exhibit A
26 to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments
27 to be issued pursuant to the Settlement.

28 12. Effective on the date when Defendant fully funds the entire Gross Settlement

1 Amount, Plaintiff, Aggrieved Employees, LWDA and PAGA Counsel will release claims
2 against all Released Parties as follows:

3 a. Plaintiff's Release: Plaintiff and his respective former and present spouses,
4 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and
5 assigns generally, release and discharge Released Parties from all claims, transactions, or
6 occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were,
7 or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and
8 the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions
9 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
10 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on
11 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
12 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
13 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
14 notwithstanding such different or additional facts or Plaintiff's discovery of them.

15 b. Release by Aggrieved Employees: The Aggrieved Employees, on behalf
16 of themselves and as representatives of the State of California and the LWDA, hereby fully and
17 finally release and discharge the Released Parties from all claims for penalties and attorneys' fees
18 and costs recoverable under PAGA that Plaintiff, Aggrieved Employees, and/or the LWDA may
19 have against the Released Parties. The released claims include all claims based on the facts alleged
20 or that could have been alleged in connection with the LWDA notices submitted in this case and/or
21 the Complaints. This includes, but is not limited to, claims for PAGA penalties arising from the
22 following alleged violations of the California Labor Code and applicable Wage Orders during the
23 PAGA Period, including: failure to accurately record all time worked, including time worked off
24 the clock, failure to compensate employees for all hours and overtime hours worked, failure
25 to pay employees at the correct overtime rate, failure to pay all required sick days at the legal rate of
26 pay, failure to provide meal periods or pay meal period premiums at the regular rate of pay, failure
27 to provide rest periods or pay rest period premiums at the regular rate of pay, failure to provide
28 accurate itemized wage statements, failure to pay timely wages, failure to timely pay final wages

1 at termination, failure to reimburse for necessary business expenses, failure to keep accurate and
2 complete time and pay records, refusal to pay wages, and unlawful deductions, and violations of
3 Labor Code sections 201-203, 204,210, 223,226,226.7, 246,510, 512(a), 1174(d), 1194, 1197,
4 1197.1, 1198, 2800, and 2802. This release applies to all claims arising during the PAGA Period,
5 regardless of whether an Aggrieved Employee cashes their settlement check. This release does not
6 affect any non-PAGA individual claims Aggrieved Employees may have, which are explicitly
7 excluded from this release.

8 c. Release by PAGA Counsel: PAGA Counsel release on behalf of their
9 present and former attorneys, employees, agents, successors and assigns the Released Parties
10 from all claims for PAGA Fees incurred in connection with the Operative Complaint and the
11 PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

12 13. Without affecting the finality of this order and entry of judgment, the Court
13 retains exclusive and continuing jurisdiction over this Action for purposes of supervising,
14 administering, implementing, and enforcing this Order, the Settlement and the Judgment
15 pursuant to California Code of Civil Procedure section 664.6.

16 14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument
17 delivered thereunder shall be construed as an admission or concession by any party of any fault,
18 omission, liability or wrongdoing. They also should not be construed as a concession or
19 admission by Defendant that the claims asserted have any merit or that this action was properly
20 brought as a representative action, and shall not be used as evidence of, or used against
21 Defendant as, an admission or indication in any way, including with respect to any claim of any
22 liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any
23 allegation asserted by any person. This Order is not a finding of the validity or invalidity of any
24 claims in this action or a determination of any wrongdoing by any party. The Settlement and
25 this resulting Order and entry of judgement simply represent a compromise of disputed
26 allegations.

27 15. Upon completion of the Settlement, the Administrator will provide written
28 certification of the completion to the Court and counsel for the Parties which shall be filed with

1 the Court on or before _____, 2026 (suggested 14 days prior to compliance
2 hearing). The Court sets a final accounting hearing to assess compliance with this Order and
3 the Settlement Agreement for _____ (proposed _____) at _____
4 a.m./p.m.

5 16. The entire Action will be dismissed, with prejudice, at the final accounting
6 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance
7 with this Order and the Settlement Agreement by that date.

8 17. Plaintiff is directed to submit a copy of this Order to the LWDA within 10
9 calendar days after the entry of this Order.

10 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

11
12
13 DATE: _____

HON. THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT