

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Teresa Alexander, on behalf of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 TERESA ALEXANDER, on behalf of
herself and all “aggrieved employees”
12 pursuant to Labor Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 CAREER SYSTEMS DEVELOPMENT
CORPORATION, a Delaware Corporation
16 and DOES 1 through 10, inclusive,

17 Defendants.

Case No. 34-2020-00278027

*Assigned to the Hon. Richard K. Sueyoshi, Dept.
53*

**[PROPOSED] ORDER AND JUDGMENT
APPROVING SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
GENERAL RELEASE PAYMENTS, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES**

Date: September 28, 2022
Time: 1:30 p.m.
Dept.: 53

Reservation No.: 2661792

Complaint Filed: May 6, 2020

1 Plaintiff Teresa Alexander’s Motion for an Order and Judgment: (1) granting approval of
2 the proposed settlement of claims brought pursuant to the Private Attorneys General Act of 2004
3 (Cal. Labor Code § 2698 *et seq.*) (“PAGA”) set forth in the parties’ PAGA Settlement Agreement
4 (the “Settlement” or “Settlement Agreement”); (2) appointing Phoenix Class Action
5 Administration Solutions (“Phoenix”) as the Settlement Administrator and approving payment of
6 its fees not to exceed \$10,000 from the Maximum Settlement Amount; (3) directing disbursement
7 of the Maximum Settlement Amount pursuant to the terms of the Settlement Agreement; (4)
8 directing payment of attorneys’ fees and litigation costs from the Maximum Settlement Amount
9 not to exceed \$432,479 to Counsel for Plaintiffs; (5) directing general release payments from the
10 Maximum Settlement Amount in the amount of \$25,000 each to Plaintiffs Teresa Alexander,
11 Central Williams, and Precious Thomas (hereinafter “Plaintiffs”); and (6) entering Judgment
12 consistent with the Settlement Agreement came on for hearing before this Court in Department 53,
13 the Honorable Richard K. Sueyoshi presiding, on September 28, 2022. Appearances were noted
14 on the record.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
16 argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement, which is attached hereto as Exhibit 1.

20 2. This Court has jurisdiction over the claims of the Aggrieved Employees and the
21 State of California asserted in this proceeding and over all parties to the Action.

22 3. The Court finds that the Settlement was entered into in good faith, that the
23 Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and
24 applicable requirements for approval of PAGA representative actions under California law. The
25 Court finds that the Maximum Settlement Amount of \$1,196,805 represents a fair compromise of
26 the claims alleged in the Action, considering the maximum potential value of the claims asserted
27 and the risks inherent in further litigation.

1 4. The Court has considered the authorities and evidence presented by Plaintiff
2 Alexander and based thereon hereby approves the following awards and deductions from the Gross
3 Settlement Amount:

4 a. To Plaintiffs' counsel, Gaines & Gaines, APLC and Diversity Law Group,
5 an award of \$418,881.75 in attorneys' fees and \$13,597.25 in reimbursement of litigation
6 costs. The Court finds that these amounts are fair and reasonable and commensurate with
7 applicable California law.

8 b. To Plaintiffs Teresa Alexander, Central Williams, and Precious Thomas, a
9 general release payment of \$25,000 each. The Court finds that both the time and effort that
10 Plaintiffs spent on behalf of other Aggrieved Employees and the State as well as in exchange
11 for a general release in favor of Defendant due to Plaintiffs' valuable individual claims to
12 be extinguished justifies these payments.

13 c. To Phoenix Class Action Administration Solutions, the settlement
14 administrator, a payment of up to \$10,000 to administer the Settlement through its
15 conclusion, including disbursement of the Maximum Settlement Amount and all tax
16 reporting associated therewith.

17 5. The amount remaining of the Maximum Settlement Amount following these
18 deductions is the Net Settlement Amount of approximately \$679,326. The Net Settlement Amount
19 shall be distributed 75% to the Labor and Workforce Development Agency and 25% to the
20 Aggrieved Employees.

21 6. Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the
22 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

23 \\

24 \\

25 \\

26 \\

27 \\

28 \\

1 7. Judgment is hereby entered consistent with the Settlement Agreement. The Court
2 retains jurisdiction over of the Action and the Parties to construe, interpret, implement, and enforce
3 the Settlement Agreement and this Order and Judgment.

4 **IT IS SO ORDERED.**

5
6 Dated: _____

JUDGE OF THE SUPERIOR COURT