

FILED
Superior Court Of California
County Of Los Angeles

NOV 05 2021

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By A. Rising, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHRISTINE MARKLEY, as an individual and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

EASTER SEALS, INC., an Ohio corporation;
EASTER SEALS SOUTHERN CALIFORNIA,
INC., a California corporation; EASTER SEALS
CENTRAL CALIFORNIA, a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV18866

*[Assigned for all purposes to the Hon.
Steven J. Kleifield, Dept. 57]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF
SETTLEMENT OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS' GENERAL ACT,
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT
PAYMENT**

Date: November 5, 2021
Time: 8:30 a.m.
Dept.: 57

Reservation No.: 470378340928

Action Filed: May 18, 2020
Trial Date: None Set

[PROPOSED] JUDGMENT AND ORDER GRANTING MOTION FOR APPROVAL OF SETTLEMENT

1 This matter came on regularly for hearing before this Court on November 5, 2021 at 8:30
2 a.m. Having considered the Parties' Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees² pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court
9 hereby GRANTS Plaintiff Christine Markley's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "PAGA Settlement Employees" shall be defined as:

12 All current and former non-exempt Direct Service Associates who worked for
13 Easter Seals Southern California, Inc. in California at any time from March 11,
14 2019 through the date of the Court Order granting approval of the PAGA
15 Settlement ("PAGA Period").

16 2. The "PAGA Period" means March 11, 2019 through the date of the Court Order
17 granting approval of the PAGA Settlement.

18 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
19 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
20 terms.

21 4. The Court orders that Defendant Easter Seals Southern California, Inc. ("Easter
22 Seals") shall pay the Gross Settlement Amount of \$175,000.00 to the Settlement Administrator
23 within thirty (30) days of this Order, pursuant to the terms of the Settlement.

24
25
26 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
27 Settlement Agreement, attached as Exhibit 1 to the Declaration of Paul K. Haines submitted
28 concurrently with the Motion.

² Referred to herein as "PAGA Settlement Employees."

1 5. The Court hereby approves, as to form and content, the Explanatory Letter
2 submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within five (5) business days of this Order, Easter Seals shall provide the
6 Settlement Administrator with a list containing the PAGA Settlement Employees' names, last
7 known mailing addresses, last known telephone numbers, number of pay periods worked during
8 the PAGA Period, and Social Security numbers to the extent available from Easter Seals' records,
9 pursuant to the terms of the Settlement.

10 8. The Settlement Administrator is directed to mail the Individual PAGA Payments
11 and the Explanatory Letter to the PAGA Settlement Employees within twenty-one (21) days of
12 receipt of the Gross Settlement Amount being fully funded, pursuant to the terms of the
13 Settlement.

14 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
15 Settlement Amount (currently estimated to be \$58,333.33) for Plaintiff's counsel, and
16 reimbursement of litigation costs up to \$6,968.47 to Plaintiff's counsel, are fair, reasonable, and
17 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
18 Counsel as provided for in the Settlement Agreement.

19 10. The Court orders that the Settlement Administrator shall be paid \$4,000.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
22 is fair, adequate, and reasonable in recognition of the unique contributions she has made and the
23 risks she undertook, on behalf of the PAGA Settlement Employees and the State of California,
24 and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for
25 in the Settlement Agreement.

26 12. The Court finds that the amount of \$75,523.65, representing 75% of the
27 \$100,698.20 allocated as PAGA civil penalties under the Settlement, to be paid to the California
28 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is

1 fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance
2 with the terms of the Settlement Agreement.

3 13. The Court approves the scope of the release as set forth in the Settlement.
4 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
5 PAGA Settlement Employees will have released all of the PAGA Released Claims against Easter
6 Seals and its former, present, and future owners, shareholders, parents, and subsidiaries, and all
7 of their current, former, and future officers, directors, members, partners shareholders, joint
8 ventures, successors, assigns, accountants, insurers, or legal representatives ("Released Parties")
9 which were resolved as part of the Settlement. The PAGA Released Claims include all claims,
10 rights, demands, liabilities and causes of action that arose during the PAGA Period for civil
11 penalties under the PAGA, that were alleged in the Action or that could have been alleged based
12 on the facts alleged in the Action. The PAGA Released Claims include, but are not limited to,
13 claims under the PAGA for civil penalties alleged under Labor Code §§ 201-204, 210, 226, 226.3,
14 226.7, 510, 512, 516, 558, 1174, 1198; and claims for attorneys' fees, costs, or interest resulting
15 therefrom. The release of the PAGA Released Claims shall extend for the duration of the PAGA
16 Period.

17 14. Upon entry of this Judgment and Order, the Court permanently enjoins and
18 forever bars the Plaintiff or the PAGA Settlement Employees from instituting or prosecuting any
19 of the PAGA Released Claims against the Released Parties which were resolved as part of the
20 Settlement. Without affecting the finality of this Judgment and Order in any way, the Court
21 retains jurisdiction to enforce the terms of the Settlement.

22 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
23 before April 12, 2022.

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

25
26 Dated: NOV 05 2021

27 By: 

28 Honorable Steven J. Kleifield
Judge of the Superior Court