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FILED
Superior Court of California
County of Los Angeles

04/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Ventura Deputy

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

MICHELLE GUTIERREZ, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

NEW HORIZONS: SERVING
INDIVIDUALS WITH SPECIAL NEEDS, a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. 20STCV28128

*[Assigned for all purposes to the Hon. Terry
Green; Dept. 14]*

**~~[AMENDED 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: March 10, 2022

Time: 8:45 a.m.

Dept.: 14

Reservation ID: 163743327199

Complaint Filed: July 24, 2020

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 10, 2022 at 8:45
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 Employees 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 Michelle Gutierrez's ("Plaintiff") Motion for Approval of Claims
10 under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees who worked for New
13 Horizons: Serving Individuals with Special Needs ("New Horizons") in
14 California at any time from May 19, 2019 through August 21, 2021
("PAGA Period").

15 2. The "PAGA Period" means May 19, 2019 through August 21, 2021.

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

19 4. New Horizons will fund the Gross Settlement Amount of \$335,000.00 in two
20 instalments. The first instalment of \$167,500.00 will be funded on or before March 31, 2022, and
21 the second instalment of \$167,500.00 will be funded on or before September 30, 2023.

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

24 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
25 Administrator.

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

1 7. Within five (5) business days of this Order, New Horizons shall provide the
2 Settlement Administrator with a list containing the Aggrieved Employees' full names, last known
3 mailing addresses, last known telephone numbers, number of pay periods worked during the
4 PAGA Period, and Social Security numbers to the extent available from New Horizons' records,
5 pursuant to the terms of the Settlement.

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

9 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
10 Settlement Amount (currently estimated to be 111,666.67) for Plaintiff's counsel, and
11 reimbursement of litigation costs up to \$12,586.48 to Plaintiff's counsel, are fair, reasonable, and
12 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
13 Counsel as provided for in the Settlement Agreement.

14 10. The Court orders that the Settlement Administrator shall be paid \$5,000 for all of
15 its work done and to be done until the completion of this matter, and finds that sum appropriate.

16 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
17 is fair, adequate, and reasonable in recognition of the unique contributions she has made and the
18 risks she undertook, on behalf of the Aggrieved Employees and the State of California, and orders
19 that the Settlement Administrator distribute this payment to Plaintiff as provided for in the
20 Settlement Agreement.

21 12. The Court finds that the amount of \$150,560.13, representing 75% of the
22 \$200,746.85 allocated as PAGA civil penalties under the Settlement, to be paid to the California
23 Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair,
24 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
25 terms of the Settlement Agreement.

26 13. The Court approves the scope of the release as set forth in the Settlement.
27 Following entry of this Judgment and Order and the Settlement being fully funded, Plaintiff and
28

1 Aggrieved Employees will have released all of the PAGA Released Claims against New Horizons
2 and its former, present and future owners, parents, and subsidiaries, and all of their current, former
3 and future officers, directors, members, managers, partners, shareholders, joint ventures,
4 successors, assigns, accountants, insurers, or legal representatives ("Released Parties") which
5 were resolved as part of the Settlement. The PAGA Released Claims include all claims, demands,
6 rights, liabilities and causes of action under the Private Attorneys General Act of 2004, California
7 Labor Code § 2698, et seq., that are based upon or arise from the factual allegations in the
8 operative complaint filed in the Action and the LWDA Letter, arising during and/or with respect
9 to the PAGA Period, including without limitation, claims for civil penalties under the PAGA for
10 the alleged failure to properly pay for all overtime compensation earned, provide lawful meal
11 periods and pay meal period premiums, authorize or permit lawful rest breaks and pay rest period
12 premiums, reimburse necessary business expenses, provide compliant wage statements, timely
13 pay all wages during employment and upon separation of employment, and keep requisite work
14 records, and for civil penalties for violation of and/or based on California Labor Code §§ 201-
15 204, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198, 2802, 2804 and/or the IWC Wage
16 Order(s); and claims for attorneys' fees, costs, or interest resulting therefrom. The release of the
17 PAGA Released Claims shall extend for the duration of the PAGA Period.

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

23 15. Plaintiff shall file a declaration confirming the final distribution of funds on or
24 before _____, 2023.

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED**



Terry Green

26 Dated: 04/07/2022

By: _____ Terry Green / Judge

Honorable Terry Green
Judge of the Superior Court

PROOF OF SERVICE

Michelle Gutierrez v. New Horizons: Serving Individuals with Special Needs
Los Angeles County Superior Court Case No. 20STCV28128

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On March 15, 2022, I served the foregoing document(s) described as:

[AMENDED 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

on the interested party(ies) in this action as follows:

Alfred Landegger, Esq.

Email: alfred@landeggeresq.com

Evelyn Zarraga, Esq.

Email: evelyn@landeggeresq.com

LANDEGGER RIVAS VERANO & DAVIS, ALC

15760 Ventura Blvd., Suite 1200

Encino, CA 91436

Attorneys for Defendant NEW HORIZONS: SERVING INDIVIDUALS WITH SPECIAL NEEDS

[X] (VIA ELECTRONIC MAIL) Pursuant to California Rule of Court 2.251(c), I caused the document described above to be sent to the persons at the electronic service addresses listed above via third party cloud service First Legal.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 15, 2022, at El Segundo, California.


Jonathan Ramirez