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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF SAN DIEGO**

13 DESHAWN CARTER, on behalf of the
14 State of California, as private attorney
15 general,

16 Plaintiff,

17 v.

18 AUTISM OUTREACH SOUTHERN
19 CALIFORNIA LLC, a California Limited
20 Liability Company; MEBE LOS
21 ANGELES, LLC, a California Limited
22 Liability Company; MEBE SAN
23 FRANCISCO BAY, LLC, a California
24 Limited Liability Company; and DOES 1
25 through 50, Inclusive,

26 Defendants.

Case No.: 37-2021-00011213-CU-OE-CTL

**[PROPOSED] ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Hearing Date: October 28, 2022
Hearing Time: 9:00 a.m.
[Hearing set by Order dated 9/14/22]

Judge: Hon. Joel R. Wohlfeil
Dept.: 73

1 Plaintiff DeShawn Carter (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(1), against Defendants Autism Outreach Southern California LLC,
4 Mebe Los Angeles, LLC, and Mebe San Francisco Bay, LLC (“Defendants”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in
6 this action and is authorized to act as private attorney general with respect to the PAGA claims being
7 released under the terms of the PAGA Settlement Agreement (“Settlement Agreement”), which is
8 incorporated by reference. The California Labor Workforce Development Agency was provided
9 with notice of the Settlement and the motion for approval of the PAGA settlement via its online
10 process and no objection has been received to the settlement or the motion from the Labor
11 Workforce Development Agency.

12 The Parties seek approval of the settlement of Plaintiff’s PAGA claims and the PAGA
13 Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed
14 with the Court. The settlement provides for a Gross PAGA Settlement Amount in the total sum of
15 \$405,000, which includes the PAGA Payment, the Settlement Administration Costs (not to exceed
16 \$12,000) for ILYM to administer the settlement, PAGA Counsel’s Attorneys’ Fees in the amount of
17 \$135,000 (one-third of the Gross Settlement Amount), and PAGA Counsel’s Attorneys’ Expenses
18 in the amount of \$10,738.66. The PAGA Payment, which is the amount remaining of the Gross
19 PAGA Settlement Amount after deduction of Settlement Administration Costs, Attorneys’ Fees and
20 Attorneys’ Expenses, shall be allocated to Labor Code 2699 penalties, including other civil penalties
21 specified in the Labor Code, of which 75% of the payment will be paid to the LWDA and 25% will
22 be paid to the Aggrieved Employees.

23 The Court, having reviewed the evidence and papers submitted and argument of counsel,
24 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Plaintiff’s motion and approves the
25 PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be
26 allocated and paid out as set forth in the Settlement Agreement.

27 The “Aggrieved Employees” are defined as all individuals who were employed by any
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1 Defendant in California and classified as non-exempt employees during the PAGA Period. The
2 PAGA Period is the time period January 6, 2020 to August 1, 2022. The Aggrieved Employees are
3 estimated to consist of 875 individuals.

4 Upon the Effective Date of this Order and Judgment, Defendants and the Released Parties (as
5 defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released PAGA
6 Claims. The “Released PAGA Claims” are all PAGA claims for civil penalties under California
7 Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in
8 the LWDA Notice and operative complaint (or PAGA Claims that could have been asserted based
9 on the facts alleged in the operative LWDA Notice and operative complaint) which are for civil
10 penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201,
11 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and
12 applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The Released
13 PAGA Claims does not include underlying Labor Code claims, claims for wrongful termination,
14 discrimination, unemployment insurance, disability, and workers’ compensation, and claims outside
15 of the PAGA Period. In no event shall the release of the Released PAGA Claims in this Settlement
16 Agreement release any individual claims of any individual.

17 This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use,
18 or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or
19 proceeding, as purported evidence of any violation of any federal, state, or local law, statute,
20 ordinance, regulation, rule or executive order (i.e., evidence of a “first” or “initial” violation), or any
21 liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including
22 this Order) shall not be construed to be an admission by Defendants of any liability or wrongdoing
23 as to Plaintiff, the Aggrieved Employees, or any other person, and Defendants specifically disclaim
24 any such liability or wrongdoing.

25 This claim asserted under PAGA in this action is dismissed with prejudice. The individual
26 claims of the Plaintiff are dismissed with prejudice. After entry of this Order and Judgment, the
27 Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California
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1 Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement
2 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
3 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
4 benefits.

5 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
6 **ENTERED ACCORDINGLY.**

7
8 DATED: _____

THE HONORABLE JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT