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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

GERALD WHILTON OLIVAS, an
individual, on behalf of the State of
California, as a private attorney general,

PLAINTIFF,

v.

THE UNIVERSITY OF PHOENIX, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. RG21091953

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND DISMISSING
ACTION WITH PREJUDICE AND
ENTRY OF FINAL JUDGMENT**

Date: May 9, 2024

Time: 3:30 P.M.

Dept.: 17

Reservation No. 713827794848

Complaint Filed: February 19, 2021

FAC Filed: April 26, 2021

Trial Date: None Set

The Motion for Approval of PAGA Settlement of Plaintiff GERALD WHILTON OLIVAS (“Plaintiff”) came on for hearing on May 9, 2024 in Department 17 of the Superior Court of California, County of Alameda. Defendant THE UNIVERSITY OF PHOENIX, INC., an Arizona corporation (“Defendant”), appeared and did not oppose Plaintiff’s Motion. Plaintiff and Defendant are hereinafter referred to collectively as the “Parties.” All Parties were represented by counsel of record. The Court, having considered the Parties’ papers and oral arguments, and good cause appearing therefrom, HEREBY ORDERS, ADJUDGES AND DECREES as follows:

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2 1. All terms used herein shall have the same meaning as defined in the Parties' Private
3 Attorneys General Act Settlement Agreement and Release.

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5 2. This Court has jurisdiction over the subject matter of this litigation and over all
6 parties to this litigation, including the Plaintiff, the State of California Labor and Workforce
7 Development Agency ("LWDA"), and the PAGA Settlement Members. "PAGA Settlement
8 Members" are defined as all current and former employees of Defendant in the State of California
9 during the Settlement Period who worked offsite at any time during the Settlement Period.
10 "Settlement Period" shall mean October 7, 2019 through the May 14, 2022.

11 3. After considering the pleadings and arguments of the Parties, the Court finds that
12 the PAGA Settlement Agreement has been reached as a result of intensive, serious, and non-
13 collusive arms-length negotiations. The Court further finds that the Parties have conducted
14 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate
15 their respective positions. The Court also finds that the PAGA Settlement Agreement, at this time,
16 will avoid additional substantial costs, as well as avoid the delay and risks that would be presented
17 by the further prosecution of the Action.

18 4. This Court further finds that, in light of the risk that Plaintiff will recover nothing
19 on behalf of the LWDA and PAGA Settlement Members, the PAGA Settlement Agreement is, in
20 all respects, reasonable and effectuates the purposes and objectives of the PAGA statute. The Court
21 has reviewed the monetary recovery that is being granted as part of the PAGA Settlement
22 Agreement and finds that it affords significant monetary value to the LWDA and PAGA
23 Settlement Members. The PAGA Settlement Agreement is consistent with California's public
24 policy favoring resolution of disputes, and accomplishes the PAGA's objectives.

25 5. The Court therefore approves the Total Monetary Settlement Amount of Seven
26 Hundred Thousand Dollars (\$700,000.00). The Court further approves the allocation of the Total
27 Monetary Settlement Amount as set forth in the PAGA Settlement Agreement, including the
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1 following: (1) Attorney's Fees in the amount of Two hundred thirty-three thousand, three
2 hundred thirty-three Dollars and thirty-three cents (\$233,333.33) to be paid from the Total
3 Monetary Settlement Amount; (2) Attorney's Costs in the amount of Sixteen thousand, one
4 hundred one dollars (\$16,101.80) to be paid from the Total Monetary Settlement Amount; (3)
5 Settlement Administration Costs in the amount of Ten thousand Dollars (\$10,000.00) to be paid
6 out of the Total Monetary Settlement Amount; (4) Plaintiff's Service Award in the amount of
7 Fifty thousand Dollars (\$50,000.00) to be paid out of the Total Monetary Settlement Amount
8 and (5) distribution of 75% of the remaining PAGA Settlement Fund equaling Two
9 hundred ninety thousand Dollars (\$290,000.00) to the LWDA; and distribution of 25% of the
10 remaining PAGA Settlement Fund equaling Ninety-six thousand, six hundred sixty-six Dollars
11 and sixty-seven cents (\$96,666.67) to the PAGA Settlement Members using the distribution
12 formula in accordance with the PAGA Settlement Agreement.

13 6. The Court hereby approves the PAGA Settlement Agreement and directs the Parties
14 and the Settlement Administrator to effectuate it according to its terms. As of the date of this Order,
15 the Plaintiff, the Plaintiff as proxy for the LWDA, the LWDA, and the State of California, release
16 the Released Parties from the Released Claims for the Settlement Period. Plaintiff, the Plaintiff as
17 proxy for the LWDA, the LWDA and the State of California may discover facts in addition to those
18 they now know or believe to be true with respect to the subject matter of the Released Claims, but
19 upon the Effective Date, Plaintiff, the Plaintiff as proxy for the LWDA, the LWDA and the State
20 of California shall be deemed to have, and by operation of the Settlement Approval order shall
21 have, fully, finally, and forever settled and released any and all of the Released Claims against the
22 Released Parties without regard to the subsequent discovery or existence of such different or
23 additional facts. Plaintiff, the Plaintiff as proxy for the LWDA, the LWDA and the State of
24 California shall not sue, facilitate the making of any claim or otherwise make a claim against any
25 of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the
26 Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* and
27 *collateral estoppel* effect and be final and binding upon Plaintiff as proxy for the State of California,
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1 the LWDA and the State of California and any other individual and entity subject to *res judicata*
2 or *collateral estoppel* regarding the Released Claims. “Released Claims” and “Released Parties”
3 are defined as follows:

4 7. The PAGA Settlement Agreement is not an admission of liability by Defendant or
5 any of the other Released Parties, nor is this Order a finding of the validity of any claims in the
6 Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Order,
7 the PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry
8 out the PAGA Settlement Agreement is, may be construed as, or may be used as an admission by
9 or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability
10 whatsoever. The entering into or carrying out of the PAGA Settlement Agreement, and any
11 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
12 evidence of, an admission or concession with regard to the denials or defenses by Defendant or
13 any of the other Released Parties and shall not be offered in evidence against Defendant or any of
14 the Released Parties in any action or proceeding in any court, administrative agency or other
15 tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the PAGA
16 Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions, any
17 of the Released Parties may file in the Action or in any other proceeding this Order, the PAGA
18 Settlement Agreement, or any other papers and records on file in the Action as evidence of the
19 PAGA Settlement Agreement and to support a defense of *res judicata*, *collateral estoppel*, release,
20 waiver or other theory of claim preclusion, issue preclusion or similar defense to any PAGA claim
21 or any PAGA-enabling violation of any law as to the PAGA Settlement Members.

22 8. Without affecting the finality of this Order in any way, this Court hereby retains
23 continuing jurisdiction over the interpretation, implementation and enforcement of the PAGA
24 Settlement Agreement and all orders and judgments entered in connection therewith.

25 9. In accordance with the terms and conditions of the PAGA Settlement Agreement,
26 this action and all claims against Defendant asserted herein are **HEREBY DISMISSED IN THEIR**
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1 ENTIRETY WITH PREJUDICE and DEEMED ADJUDICATED. All payments shall constitute
2 full and complete payment for any claims asserted in the Action.

3 10. This Order and Judgment shall be deemed final and the Clerk of the Court is
4 directed to enter this Order and Judgment forthwith. Plaintiff is hereby ordered to submit a copy
5 of this Order and Judgment to the LWDA within ten (10) days after its entry.

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7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

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9 **DATED:** _____
10 **JUDGE OF THE SUPERIOR COURT**