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FILED
ALAMEDA COUNTY

MAY 30 2024

CLERK OF THE SUPERIOR COURT
By [Signature] Deputy

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

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 ³⁰9, 2024 in Department 17 of the Superior Court of California, County of Alameda and was continued to May 30, 2024 to permit Plaintiff to submit supplemental briefing. 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:

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

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

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

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

23 5. The Court therefore approves the Total Monetary Settlement Amount of Seven
24 Hundred Thousand Dollars (\$700,000.00). The Court further approves the allocation of the Total
25 Monetary Settlement Amount as set forth in the PAGA Settlement Agreement, including the
26 following: (1) Attorney's Fees in the amount of Two Hundred Ten Thousand Dollars
27 (\$210,000.00) to be paid from the Total Monetary Settlement Amount; (2) Attorney's Costs in the
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1 amount of Sixteen thousand, One Hundred One Dollars and Eighty cents (\$16,101.80) to be paid
2 from the Total Monetary Settlement Amount; (3) Settlement Administration Costs in the amount
3 of Ten thousand Dollars (\$10,000.00) to be paid out of the Total Monetary Settlement Amount;
4 (4) Plaintiff's Service Award in the amount of Ten Thousand Dollars (\$10,000.00) to be paid
5 out of the Total Monetary Settlement Amount and (5) distribution of 75% of the remaining
6 PAGA Settlement Fund equaling Three hundred Forty Thousand, Four Hundred Twenty-Three
7 Dollars and Sixty-Five cents (\$340,423.65) to the LWDA; and distribution of 25% of the remaining
8 PAGA Settlement Fund equaling One hundred Thirteen Thousand Four Hundred Seventy-Four
9 Dollars and fifty-five cents (\$113,474.55) to the PAGA Settlement Members using the distribution
10 formula in accordance with the PAGA Settlement Agreement. The Court approves Society of the
11 Honor Guard Tomb of the Unknown Soldier Scholarships as an appropriate *cy pres* recipient for
12 uncashed settlement checks. (Code Civ. Proc., § 384.)

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: "Released Claims" means (a) all claims for civil penalties that were actually
4 alleged or that could have been alleged based on the facts in the operative complaint in this Action
5 or the PAGA Letters of Plaintiff, regardless of whether the theory or basis of recovery is now known
6 or arises in the future; (b) any claims that the Released Parties are liable for attorney's fees or costs
7 incurred in the prosecution of this Action by Plaintiff or on behalf of the LWDA, the State of
8 California, or the PAGA Settlement Members; (c) all claims that Plaintiff, the LWDA and the State
9 of California may have against the Released Parties relating to the payment, taxation, and allocation
10 of attorney's fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement; (d) all
11 claims that Plaintiff, the LWDA and the State of California may have against the Released Parties
12 relating to the payment, taxation, and allocation of the costs of settlement administration to the
13 Settlement Administrator pursuant to this Settlement Agreement; and (e) all claims relating to the
14 payment, taxation, and allocation of the PAGA Settlement Fund among the LWDA, the State of
15 California and the PAGA Settlement Members. "Released Parties" means Defendant The University
16 of Phoenix, Inc., an Arizona corporation and its past, present, and future parents, affiliates,
17 subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations,
18 shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers,
19 directors, trustees, agents, attorneys, contractors, representatives, benefits plans sponsored or
20 administered by the Released Parties, divisions, units, and branches, and any other persons or entities
21 acting on behalf of or in concert with any of the foregoing.

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

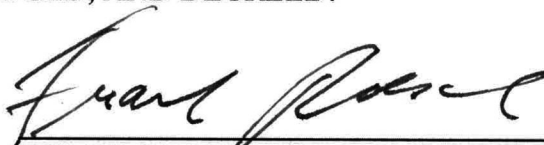
13 8. Without affecting the finality of this Order in any way, this Court hereby retains
14 continuing jurisdiction over the interpretation, implementation and enforcement of the PAGA
15 Settlement Agreement and all orders and judgments entered in connection therewith.

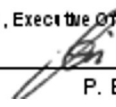
16 9. In accordance with the terms and conditions of the PAGA Settlement Agreement,
17 this action and all claims against Defendant asserted herein are HEREBY DISMISSED IN THEIR
18 ENTIRETY WITH PREJUDICE and DEEMED ADJUDICATED. All payments shall constitute
19 full and complete payment for any claims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

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

23
24 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

25
26 DATED: May 30, 2024

27 
28 JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/31/2024
PLAINTIFF/PETITIONER: Gerald Whilton Olivas	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: The University of Phoenix, Inc.	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21091953

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Other Court Judgment - 05/31/2024 entered for Plaintiff Gerald Whilton Olivas AKA as a private attorney general, AKA on behalf of the State of California against Defendant The University of Phoenix, Inc.. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Kelsey McCullough Szamet
Kingsley & Kingsley
kelsey@kingsleykingsley.com

Kurt R. Bockes
Littler Mendelson PC
kbockes@littler.com

Dated: 05/31/2024

Chad Finke, Executive Officer / Clerk of the Court

By:


P. Bir, Deputy Clerk