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7 *Attorneys for Plaintiff*
8 CIARLI HOPKINS

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 CIARLI HOPKINS as an aggrieved employee
13 and private attorney general,

14 Plaintiff,

15 vs.

16 CAREER GROUP, INC., a California
17 corporation; and DOES 1 through 50,
inclusive,

18 Defendants.

Case No.: 21STCV04434

*Assigned for All Purposed to the Honorable
Yolanda Orozco, Dept. 31*

NOTICE OF ENTRY OF ORDER

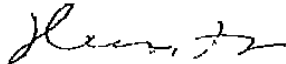
Complaint Filed: February 4, 2021
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on February 22, 2022, the Honorable Yolanda Orozco, in
3 Department 31 in the above-entitled Court, located at 111 North Hill Street, Los Angeles,
4 California 90012, executed the Proposed Order Granting Approval of Settlement Pursuant to
5 California Labor Code Private Attorneys General Act and Entering Judgment. Attached hereto as
6 **Exhibit A** is a true and correct copy of the Order which was executed and filed on February 22,
7 2022.

8
9 Dated: February 25, 2022

PROTECTION LAW GROUP, LLP

10
11 By: 
12 Heather Davis
13 Amir Nayebdadash
14 Luke Clapp
15 *Attorneys for Plaintiffs*
16 CIARLI HOPKINS
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EXHIBIT A

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Attorneys for Plaintiff
 CIARI HOPKINS

FILED
 Superior Court of California
 County of Los Angeles

02/22/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: H. Garcia Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CIARLI HOPKINS as an aggrieved employee
 and private attorney general,

Plaintiff,

vs.

CAREER GROUP, INC., a California
 corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 21STCV04434

*Assigned for All Purposed to the Honorable
 Yolanda Orozco, Dept. 31*

**~~[PROPOSED]~~ ORDER GRANTING
 APPROVAL OF SETTLEMENT
 PURSUANT TO CALIFORNIA
 LABOR CODE PRIVATE
 ATTORNEYS GENERAL ACT AND
 ENTERING JUDGMENT**

Date: February 7, 2022

Time: 8:30 a.m.

Dept.: 31

Complaint Filed: February 4, 2021

Trial Date: None Set

RESERVATION ID: 691016814448

~~PROPOSED~~ ORDER

Having reviewed and considered Plaintiffs' Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment, and good cause appearing for the same, it is hereby ORDERED, ADJUDGED, and DECREED:

1. The Court hereby APPROVES the Joint Stipulation of PAGA Settlement and Release of Claims attached as Exhibit 2 to the Declaration of Heather Davis ("Settlement Agreement" or "Settlement.")

2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including Plaintiff, the State of California, and all PAGA Members.

4. The Court designates Phoenix Settlement Administrators ("Phoenix" or "Settlement Administrator") as the third-party Settlement Administrator for mailing the PAGA Notice, distribution of the Gross Settlement Amount, and other duties set forth in the Settlement.

5. Within fourteen (14) calendar days of the Effective Date, Defendant will deposit the Gross Settlement Amount (\$110,000.00) into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.

6. Within fourteen (14) calendar days of its receipt of the Gross Settlement Amount from Defendants, ILYM shall distribute the Gross Settlement Amount as provided in the Settlement Agreement and set forth below:

- a. Thirty-Eight Thousand Five Hundred Dollars and Zero Cents (\$38,500.00) to Plaintiff's Counsel for attorneys' fees ("Plaintiff's Counsel Fees Payment"), which is thirty-five (35%) of the Gross Settlement Amount, and attorneys' costs ("Plaintiff's Counsel Litigation Costs Payment") in the amount of Fourteen Thousand Two Hundred and Forty-Five Dollars and Thirty-One Cents (\$14,245.31), from the Gross Settlement Amount as final payment for and

complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to PAGA Class Counsel related to the Action;

- b. Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Ciarli Hopkins ("Plaintiff's Incentive Payment") from the Gross Settlement Amount, to compensate her for her services in prosecuting the Action and performing work in support of the Action;
- c. Two Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$2,750.00) to the Settlement Administrator, Phoenix (Settlement Administrator Payment") from the Gross Settlement Amount for administration expenses incurred by the Settlement Administrator; and
- d. The remaining Net Settlement Amount, Forty-Nine Thousand Five Hundred and Four Dollars and Sixty-Nine Cents (\$49,504.69), shall be distributed with 75% paid to the California Labor and Workforce Development Agency (LWDA) and 25% distributed to PAGA Members as set forth in the Settlement Agreement.

7. This Court shall retain jurisdiction to enforce the terms of the PAGA Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6.

8. Upon remittance of the Gross Settlement Amount by Defendant to the Settlement Administrator, PAGA Members, including Plaintiff, the State of California, and the LWDA will fully and finally release and discharge Released Parties from any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the PAGA Members had, or may claim to have, against Released Parties, arising out of the violations alleged in both the Complaint and the PAGA Notice or which reasonably could have been alleged based on the facts alleged in the Complaint and the PAGA Notice, including failure to pay employees all minimum wages and overtime wages owed, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the

1 times permissible under Labor Code section 204; failure to provide complete and accurate wage
2 statements; failure to keep complete and accurate payroll records; failure to reimburse necessary
3 business-related expenses; and violations of Labor Code sections 201, 202, 203, 204, 226(a), 226,
4 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802,
5 (collectively, the “Released Claims”). This release shall apply to claims arising from December 1,
6 2019, through November 24, 2021 (the “PAGA Period”).

7 9. Except as provided in the Agreement and set forth in this order, the Parties shall
8 bear their own costs and fees.

9 10. In addition to the release for penalties arising under PAGA, Plaintiff, for herself
10 only, agrees to an additional release of her individual wage and hour claims against Defendant
11 which could have been based on the same underlying facts alleged both in her PAGA Notice and
12 the Complaint filed in this Action, Los Angeles Superior Court Case No. 21STCV04434. This
13 limited release explicitly excludes any and all individual employment claims arising under FEHA,
14 or which are alleged in *Hopkins v. Career Group*, Case Los Angeles Superior Court Case No.
15 20SMCV01705, or those as may be prohibited by law. This release also specifically excludes
16 claims for unemployment insurance, disability, social security, and workers’ compensation (except
17 for claims pursuant to Labor Code Sections 132a and 4553).

18 11. The Court finds that Plaintiff gave notice to the California Labor Workforce and
19 Development Agency (“LWDA”) and to Defendant of her intention to pursue claims for civil
20 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
21 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
22 Plaintiff’s notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
23 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those
24 claims under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the
25 LWDA has not expressed any objection to the proposed settlement. Accordingly, this Judgment
26 also bars the LWDA, or any other agency of the State of California, or any person acting on its
27 behalf, from collecting any penalties due to any of them, or any unpaid wages due to PAGA Class
28

Members, to the extent those penalties or unpaid wages arise out of the PAGA Released Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-986 (2009).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 02/22/2022



A handwritten signature in black ink, appearing to be "Yolanda Orozco".

Yolanda Orozco / Judge

JUDGE OF THE SUPERIOR COURT